

FORM PTO-1595
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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):
MICHIGAN STATE UNIVERSITY

2. Name and address of receiving party(ies)
**Richard D. Reynnells; and
Name: Cal J. Flegal**

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: **16400 Bond Mill Road
Laurel, MD 20707; and
2351 Mt. Hope Road, Okemos,
MI 48864, respectively**

City: _____ State: _____ ZIP: _____

Execution Date: _____

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
09/110,782

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Ian C. McLeod**

Internal Address: _____

Street Address: **2190 Commons Parkway**

City: **Okemos** State: **MI** ZIP: **48864**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01/04/2000 DNGUYEN 00000248 09/10782

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40.00 OP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ian C. McLeod
Name of Person Signing

Ian C. McLeod
Signature

12/09/99
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 010465 FRAME: 0260

**ASSIGNMENT CONCERNING
INTELLECTUAL PROPERTY RIGHTS AND AGREEMENT**

The Assignor, Michigan State University, whose address is 238 Administration Bldg., East Lansing, Michigan 48814-1046, is the owner by Assignment of U.S. Serial No. 09/110,782, filed July 6, 1998, which Assignment is recorded at Reel 9330 Frame 0679. The Assignees, Richard D. Reynnells and Cal J. Flegal, whose addresses are 16400 Bond Mill Road, Laurel, Maryland 20707 and 2351 Mt. Hope Road, Okemos, Michigan 48864, respectively, intend, if possible, to process a patent for the Intellectual Property and to license its use, provided that the Assignor and other developers assign any proprietary rights they may have in the Intellectual Property to assure the Assignees' exclusive rights. The Assignor wishes to facilitate the patenting and licensing of the Intellectual Property and to share in any license royalties.

THEREFORE, in consideration of the premises and of the conveyance and mutual promises contained in this Assignment, the Assignee and the Assignor agree as follows:

1. The Assignor hereby sells, assigns and transfers to the Assignees any interest or rights the Assignor may have in the Intellectual Property, particularly application Serial No. 09/110,782, including any know-how, copyright or patent interests, under statute or common law or under policies and procedures of Michigan State University in the United States and its territorial possessions and in all foreign countries, including without limitation the right to license use of the Intellectual Property to others.
2. The Assignees agree to pay to the Assignor, within thirty (30) days after the end of each calendar year, an

amount equal to ten percent (10%) of any royalties or payments received, up to a maximum of Twenty Thousand Dollars (\$20,000.00) actually received by the Assignees during the preceding year on account of licensing the Intellectual Property. The Assignor shall have the right to inspect, during regular business hours, records of the Assignee with respect to licensing the Intellectual Property.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan. This Assignment constitutes the entire agreement of the Assignor and the Assignee concerning the Intellectual Property, and no oral or other written agreements or representations shall be of any effect.

ASSIGNOR:

MICHIGAN STATE UNIVERSITY

By: *Fredric J. Erbisch*

Its: *Director, Office of Intellectual Property*

STATE OF MICHIGAN :
COUNTY OF INGHAM : ss.

2nd The foregoing instrument was acknowledged before me this day of *December*, 1999.

Janyth M. Sherman
Notary Public

My Commission Expires: *7/12/2002*

SEAL

JANYTH M. SHERMAN
Notary Public, Ingham County, MI
Commission Expires July 12, 2002

ASSIGNEE:

Richard D. Reynnells
Richard D. Reynnells
Inventor
Date: 11/27/99

STATE OF MARYLAND :
COUNTY OF Prince Georges : SS.

The foregoing instrument was acknowledged before me this 27th day of November, 1999.

MELISSA A. KATZ
NOTARY PUBLIC STATE OF MARYLAND
MY COMMISSION EXPIRES JUNE 1, 2001
SEAL

Melissa A Katz
Notary Public

My Commission Expires: 06/01/2001

ASSIGNEE:

Cal J. Flegal
Cal J. Flegal
Inventor
Date: 11-29-1999

STATE OF MICHIGAN :
COUNTY OF INGHAM : SS.

The foregoing instrument was acknowledged before me this 29 day of November, 1999.

SEAL

Elizabeth Anne Courter
Notary Public

My Commission Expires: ELIZABETH ANNE COURTER
Notary Public, Ingham County, Mi
My Commission Expires Mar. 2, 2002