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1. Submission Type:

- New
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Data Element in Question :

2. Conveyance Type:

- Assignment Security Agreement
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- Merger Other _____

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Total No. of pages of conveyance document including attachments

4. Name of conveying party(ies):

**E. I. DU PONT DE NEMOURS AND COMPANY
LEGAL PATENTS
1007 MARKET STREET
WILMINGTON, DELAWARE 19898**

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

Execution Date:

5. Name and address of receiving party(ies):

**PENN STATE RESEARCH FOUNDATION
THE PENNSYLVANIA STATE UNIVERSITY
113 TECHNOLOGY CENTER
UNIVERSITY PARK, PA 16802-7000**

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

5. 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):

Docket No.: **BA-8867-A**

B. Patent No.(s): **5,378,708**

Additional numbers attached: Yes No

6. Correspondent Name & Address:

**FRANCIS H. WOJNICKI
SPECIAL PROJECTS MANAGER
INTELLECTUAL PROPERTY OFFICE
PENN STATE RESEARCH FOUNDATION
THE PENNSYLVANIA STATE UNIVERSITY
113 TECHNOLOGY CENTER
UNIVERSITY PARK, PA 16802-7000**

7. Total number of applications and patents involved: 1

8. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed (Check No.: _____)
- Authorized to be charged to deposit account

9. Deposit account number: 04-1928

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

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10. 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.

**DANA KING
SENIOR LEGAL CLERK**

Signature

1/28/2000
Date

Total number of pages comprising cover sheet: One (1)

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ASSIGNMENT

THIS ASSIGNMENT, effective as of December 14, 1998, by E. I. du Pont de Nemours and Company, a corporation organized and existing under the laws of the State of Delaware in the United States of America (hereinafter referred to as "Assignor"), located at 1007 Market Street, Wilmington, Delaware 19898;

WHEREAS, Assignor is the owner by assignment of the patent U.S. Patent 5,378,708 (hereinafter referred to as "the Patent"); and

WHEREAS, the Penn State Research Foundation, (hereinafter referred to as "Assignee"), a non-profit institution located at University Park, Pennsylvania, has indicated its interest in receiving a donation of the Patent according to the Technology Donation Agreement between E. I. du Pont de Nemours and Company and the Penn State Research Foundation dated December 14, 1998.

NOW, THEREFORE, the Parties agree as follows:


Assignor hereby does assign and transfer unto Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Patent, or reissues and extensions of the Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which the Patent is granted, as fully and entirely as the same would have been held and enjoyed by Assignor, had this Assignment not been made;

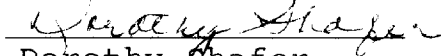
Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns, that, at the aforesaid effective date of this Assignment, Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Patent, and that the said Assignor has good and full right and lawful authority to convey the same in the manner herein set forth;

Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives, and assigns that Assignor will, whenever counsel of Assignee, its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Patent, including interference proceedings, is lawful and desirable, or any reissue or extension of the Patent to be obtained thereon, is lawful and desirable, sign all papers and documents and take all lawful oaths necessary or required to be done for the procurement, maintenance, enforcement and defense of the Patent, without charge to Assignee, its successors, legal representatives, and assigns.

Penn State Research Foundation

E. I. du Pont de Nemours & Company

By 
Name MONAHAN, THOMAS J.
Title Dir. Intellectual Prop. Office
Date October 19, 1999

By 
Name Dorothy Shafer
Title Assistant Sec. Patent Board
Date February 10, 1999