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Merger **Other**

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Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09275645"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="05587001"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Richard A. Bjur, Ph.D., J.D. *Richard Bjur* 4/21/00

Name of Person Signing Signature Date

INTELLECTUAL PROPERTY DONATION AGREEMENT

This Agreement, effective as of the last date of execution hereof between the parties (the "Effective Date"), is by and between:

E. I. du Pont de Nemours and Company, a corporation of the State of Delaware having its principal place of business at 1007 Market Street, Wilmington, Delaware 19808 (hereinafter "DuPont"),

and

University of Nevada, Reno, Foundation, on behalf of the University of Nevada, Reno, a nonprofit institution located at Reno, Nevada, 90557 (hereinafter "UNR").

Article 1—Background

- 1.1 DuPont is the owner of certain patents, patent applications, and incidental Know-How pertaining to the treatment of iron-containing rocks and ores to passivate sulfidic values contained therein (the "Technology"), which has utility in the mining industry. UNR is engaged in the research, development, and dissemination of technologies related to the mining industry.
- 1.2 DuPont is willing to donate its patents, patent applications, and Know-How pertaining to the Technology to UNR. In turn, UNR is willing to accept the DuPont donation, further develop the Technology, and maintain the Patent Rights in the United States for a minimum period of at least two (2) years following the Effective Date. Accordingly, DuPont and UNR agree to the donation, subject to the terms and conditions set forth in this Agreement.

Article 2—Definitions

As used herein, the term:

- 2.1 "Patent Rights" means the patents and patent applications listed in Appendix A.
- 2.2 "Know-How" means DuPont's trade secrets related to the Technology, including technical information in DuPont's possession on the Effective Date that it is free to disclose to UNR. The Know-How is summarized in the reports listed in Appendix B.

Article 3—Assignment of Rights

- 3.1 DuPont hereby assigns its entire right, title and interest in the Patent Rights to UNR. Such assignment to UNR includes DuPont's right to enforce Patent Rights and to recover damages for any infringement retroactively to the issue date of any patent

included in Patent Rights. DuPont shall execute such further documentation as may be reasonably furnished by UNR to vest and record title of the Patent Rights in UNR, at UNR's expense.

- 3.2 DuPont further conveys to UNR its entire right, title, and interest in Know-How disclosed to the UNR hereunder. Accordingly, DuPont will neither use the Know-How, nor disclose the Know-How to others for use, after the Effective Date.

Article 4—DuPont Assistance

- 4.1 DuPont will make its employees familiar with the Technology available to the UNR during 1999, at times and locations to be agreed upon that are convenient for both parties, in order to assist UNR in the transmission of the Know-How. As part of such assistance, DuPont will exert its best efforts to provide the services, transportation and per diem costs for Jeffery S. Thompson, Ph. D., to spend three (3) full days in Reno, Nevada.
- 4.2 DuPont shall cooperate with UNR in the preparation, filing, and prosecution of (i) patent application(s) relying in whole or in part on the filing dates of the Patent Rights for priority, and (ii) such other patent application(s) as UNR may elect to file on inventions contained in the Know-How. UNR shall have sole discretion in the preparation, filing, and prosecution of these patent applications, and shall bear all costs associated therewith, as of the Effective Date. UNR shall reimburse DuPont for any out-of-pocket costs incurred by DuPont, at UNR's request, pursuant to this Article 4.2.
- 4.3 DuPont shall cooperate with UNR to the extent that DuPont's cooperation may be required in the enforcement or defense of any Patent Rights, or of any patents obtained pursuant to the preceding paragraph. Such assistance shall be provided at times and in a manner that is not unduly disruptive of DuPont's normal course of business. UNR shall reimburse DuPont for the time spent by DuPont employees in these activities requested by UNR, and for DuPont's out-of-pocket costs including any necessary travel expenses or accommodation.

Article 5—Warranties and Liability

- 5.1 DuPont warrants that it owns and has good title to the Patent Rights. DuPont is not aware of any claim, or written threat of claim, that the practice of the Patent Rights would infringe third party patents or other intellectual property rights. Except as set forth above, DuPont makes no warranties with respect to freedom from alleged infringement of third party patents, or freedom from third party infringers. DuPont shall not be under any obligation to hold UNR or future licensees, assignees or transferees of UNR harmless against alleged infringement of third party patents.
- 5.2 DuPont assumes no responsibility whatsoever with respect to the practice of the Know-How and/or Patent Rights by UNR or UNR's licensees, assignees, or transferees. To the

extent authorized by law, UNR hereby indemnifies and holds DuPont harmless from any loss, claim, lawsuit, damage to property or the environment, illness or injury (including death), to any person or property, whatever the cause, arising out of or pertaining to the use or practice of the Know-How and/or Patent Rights by UNR, its officers, employees and agents after the Effective Date. UNR also agrees to require all of UNR's future licensees, assignees or transferees to indemnify UNR and DuPont for any loss, claim, lawsuit, damage to property or the environment, illness or injury (including death), to any person or property, whatever the cause, arising out of or pertaining to the use or practice of the Know-How and/or Patent Rights donated to UNR by DuPont.

Article 6—Miscellaneous

- 6.1 This Agreement shall be governed by the laws of the State of Nevada, which shall also be the forum for any disputes arising hereunder.
- 6.2 This Agreement supersedes the confidentiality agreement between the parties dated April 14, 1999, which hereby is null and void.
- 6.3 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment shall be effective unless in writing, signed by both parties hereto.
- 6.4 The parties have caused this Agreement to be signed in duplicate by their duly authorized representatives on the dates set forth below.

**University Nevada, Reno, Foundation
on Behalf of the University
of Nevada, Reno**

By: Paul Page

Printed Name: Paul Page, Ph.D.

Title: President

Date: 5-10-99

E. I. DuPont de Nemours and Company

By: Jeffrey J. Coe

Printed Name: JEFFREY A. COE

Title: VICE PRESIDENT / GENERAL MANAGER

Date: 6/10/99

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ATTACHMENT A

U.S. Patent 5,587,001

Process for Treating Iron-Containing Sulfidic Rocks and Ores
Nadine H. C. DeVries
Issued December 24, 1996.

CH-2721, Serial No. 09/275,645

Process for Treating Iron-Containing Sulfidic Rocks and Ores
Jeffery S. Thompson
Filed on or about March 22, 1999