

06-15-2000

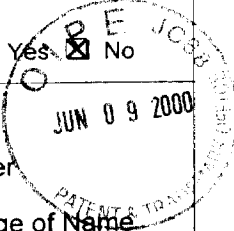


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To the Honorable Commissioner of Patents and Trademarks, please return this document and original documents or copy thereof.

6-9-00



1. Name of conveying party(ies):
John Anderson

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: Virginia Commonwealth University
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 13, 2000

Street Address: 1101 East Marshall Street
City: Richmond State: Va. ZIP: 23298
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
09/481,935 01/13/2000

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael E. Whitham
Internal Address: Whitham, Curtis & Whitham, PLC

Street Address: 11800 Sunrise Valley Drive, Suite 900

City: Reston State: Va. ZIP: 20191

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....\$ 40.00
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
23-1951

DO NOT USE THIS SPACE

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.
Michael E. Whitham March 15, 2000

Document ID Number 101293094
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **3**

03-20-2000



101293094

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To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

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Additional names(s) of conveying party(ies) Yes No



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B. Patent No.(s)

09/481,935 01/13/2000

03/16/2000 NUMBER 0000067 09481935

63 FC:581

40.00 OP

Additional numbers attached? Yes No

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IN THE U.S. PATENT AND TRADEMARK OFFICE

In re patent application of

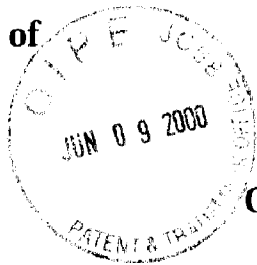
J. Anderson

Serial No.: 09/481,935

Filed: January 13, 2000

For: METHOD TO ASSESS PLANT STRESS USING TWO NARROW RED SPECTRAL BANDS

Assistant Commissioner for Patents
Washington, D.C. 20231



Group Art Unit: Unknown

Examiner: Unassigned

RESUBMISSION OF ASSIGNMENT

Sir:

Kindly record and return to the undersigned the attached assignment from John Anderson to Virginia Commonwealth University for the above-identified patent application. Please charge any deficiencies in payments and credit any overpayments to Attorney's deposit account no. 23-1951 (Whitham, Curtis & Whitham) in regards to the resubmission of the assignment

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael W. Whitham".

Michael W. Whitham
Reg. No.: 32,635

Whitham, Curtis & Whitham
Reston International Center
11800 Sunrise Valley Drive - Suite 900
Reston, Virginia 20191
(703) 391-2510

ASSIGNMENT

WHEREAS, I, John Anderson have invented certain new and useful improvements in an invention entitled METHOD TO ASSESS PLANT STRESS USING TWO NARROW RED SPECTRAL BANDS for which a United States Letters Patent Application was filed on January 13, 2000 having U.S. Serial Number 09/481,935, and

WHEREAS, Virginia Commonwealth University, a corporate instrumentality of the Commonwealth of Virginia, hereinafter referred to as UNIVERSITY, is desirous of acquiring certain rights thereunder; and

WHEREAS, the invention was made using facilities and resources controlled by the UNIVERSITY; and

WHEREAS, Virginia Commonwealth University's Intellectual Properties Policy, which applies to us as an employee of Virginia Commonwealth University pursuant to Section 23-4.3.B of the CODE OF VIRGINIA, provides among other things, that inventions made using facilities and resources controlled by the UNIVERSITY become the property of the UNIVERSITY and that UNIVERSITY employees-inventors are obligated to assign their rights in the invention and any patent application(s) and any patent(s) issued thereon to the UNIVERSITY;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, we agree to and do hereby sell, assign and transfer unto said UNIVERSITY the entire right, title, and interest in and throughout the United States of American (including its possessions and dependencies) and all countries foreign thereto, in and to said invention (whether patentable or not), of any country, which have been or may be granted on said invention or any part thereof, or any divisional, substitute, continuation-in-whole- or in part, renewal, reissue or other patent application based thereon, and based upon said invention, together with the right of said UNIVERSITY to apply for such patent in its own name in all countries of the world where such is permissible by law, and the right to claim the benefit of the priority right provided by the International convention of 1883, as amended to date, and any such priority right;

TO BE HELD AND ENJOYED BY said UNIVERSITY, its successors and assigns, to the full ends of the respective terms for which said patents or any of them have been or may be granted as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

AND I do hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States Patents which may be granted upon said invention or any part thereof, to said UNIVERSITY;

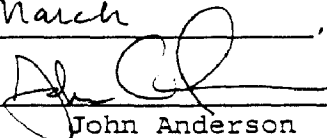
AND I hereby agree for myself, and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any divisional, continuation-in-

whole or in part, substitute, renewal, reissue, or other applications for patents for any country that might be deemed necessary by said assignee fully to secure to said assignee its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

AND in addition we agree that any and all royalties, rents, payments or any receipts from the sale, assignment, transfer, licensing or use of said invention, whether patented or not, which are received by the said UNIVERSITY shall be the property of the UNIVERSITY with the understanding that I will receive a percentage of said royalties, rents, payments, or receipts pursuant to and in accordance with the Virginia Commonwealth University Intellectual Properties Policy as adopted May 20, 1988, or as amended or superseded thereafter;

AND I do hereby covenant for myself and my legal representatives and agree with said UNIVERSITY, its successors and assigns that we have granted no right or license to make, use or sell said invention to anyone except said UNIVERSITY, that prior to the execution of this deed my right, title and interest in said invention has not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

Executed this 13 day of March, ²⁰1999.



John Anderson

Witness



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 11, 2000

PTAS

WHITHAM, CURTIS & WHITHAM, PLC
MICHAEL E. WHITHAM
11800 SUNRISE VALLEY DRIVE
SUITE 900
RESTON, VA 20191



101293094A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101293094

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

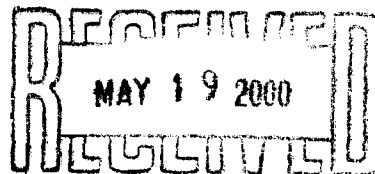
THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

WHITHAM, CURTIS & WHITHAM



PATENT
REEL: 010845 FRAME: 0301

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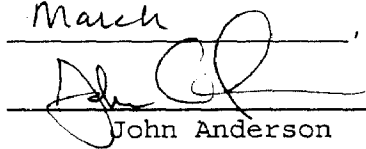
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Executed this 13 day of March, ²⁰⁰~~1999~~.



John Anderson

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