

12-29-2000



Key Docket No: S99-175

RECO
FOR ASSIGNMENT OF PATENT

101565888

To the Hon. Commissioner of Patents and Trademarks:

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

Hongjie Dai

365 Pescadero Tr., Sunnyvale, CA 94086

Jing Kong

2054 Montecito Ave. Apt. 25, Mountain View, CA 94043

2. Assignee:

The Board of Trustees of the Leland Stanford Junior University

Office of Technology Licensing

900 Welch Road, Suite 350

Palo Alto, CA 94304

3. Execution Date of Assignment of Entire Interest in Patent Application: **December 11, 2000**

4. Execution Date of Declaration for Patent Application: **December 11, 2000**

4A. Patent Application No.: **09/574,393**

4B. Patent Number: **Not assigned**

5. Correspondence address: Joshua D. Isenberg
LUMEN
45 Cabot Avenue, Suite 110
Santa Clara, CA 95051

6. Total Number of applications and Patents involved: **1**

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

8. Statement and signature:

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

Joshua D. Isenberg
Reg. No. 41,088

Date: *12/14/2000*
telephone: (408) 260-7300

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

12/29/2000 ETULU1 00000026 09574393

05 00:581

40.00 00

Attorney Docket No: S99-175

ASSIGNMENT

THIS ASSIGNMENT, by

HONGJIE DAI AND JING KONG(hereinafter referred to as the Assignors), residing at Sunnyvale, CA and Menlo Park, CA
witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

CARBON NANOTUBE DEVICES

for which application No. 09/574393 for Letters Patent filed on May 19, 2000

WHEREAS,

The Board of Trustees of the Leland Stanford Junior University

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of CALIFORNIA, STANFORD, CALIFORNIA 94305, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon:

WHEREAS, said Assignor and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under: said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division of said application, continuation of said application, and any continuation-in-part of said application which is subject to said agreement concerning rights in invention; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
2. Said Assignor hereby warrants and represents that, at the time of execution and delivery of these presents, said Assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
3. Said Assignor hereby covenants and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of


Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division of said application, continuation of said application, and any continuation-in-part of said application which is subject to said agreement concerning rights in invention, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignor in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignor has executed and delivered this instrument on the respective dates noted below.

Date:	<u>12/11/00</u>	<u>Hongjie Dai</u>
State:	<u>California</u>	County: <u>Santa Clara</u> <u>Hongjie Dai</u>
Subscribed and sworn to before me on this <u>11</u> day of <u>December</u> , 20 <u>00</u>		
<div data-bbox="264 1434 708 1602"></div> <div data-bbox="841 1501 1242 1648"><u>Kirsten J. Leute</u> Notary Public</div>		

Date: 12/11/00 Kong Jy
State: California County: Santa Clara Jing Kong
Subscribed and sworn to before me on this 11 day of December, 2000.



Kirsten J. Leute
Notary Public