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B/O FORM PTO 1595 (1/31/92)



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UNME-0070-1

2-6-01

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. *Name of Conveying Party(ies):*  
**University of New Mexico**  
 Additional names of conveying parties attached

2. *Name and Address of Receiving Party(ies):*  
Name: **Science & Technology Corporation**  
Internal Address:  
Street Address: **851 University Blvd.**  
**Suite 200**  
City, State, Zip: **Albuquerque, New Mexico 87106**  
 Additional name(s) and address(es) attached.

3. *Nature of Conveyance:*  
 Assignment  Change of Name  
 Other:  
Execution Date: **February 16, 2000**

4. (a) *Patent Application Number(s):*  
**09/501,643**  
If this document is being filed together with a new application, the execution date of the application is:  
 Additional Numbers Attached.

4. (b) *Patent Numbers:*

5. *Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:*  
Name: **Ajay A. Jagtiani**  
Address: **JAGTIANI & ASSOCIATES**  
**10379-B Democracy Lane**  
**Fairfax, Virginia 22030**

6. *Total Number of Applications and Patents Involved:* **1**  
7. *Total Fee:* **\$40.00**  
(37 C.F.R. § 3.41)  
 Authorized to be charged to deposit account.  
8. *Deposit Account Number:*  
**10-0233**  
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9. *Statement and Signature:*  
*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*  
  
Ajay A. Jagtiani, Registration Number 35,205  
February 6, 2001  
Total number of pages comprising cover sheet: 1

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PATENT  
REEL: 011525 FRAME: 0586

## INVENTION ASSIGNMENT TO STC

INVENTION ASSIGNMENT from the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University") to Science & Technology Corporation @ UNM, a nonprofit corporation formed by the University to commercialize technology developed at the University, whose address is 851 University Blvd. SE, Suite 200, Albuquerque, New Mexico 87106 ("STC").

WHEREAS, certain inventors (the "Inventors") while employed by the University, conceived and/or reduced to practice, and subsequently assigned to the University, one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of such assignment to the University. The disclosure is identified as:

**UNM Docket No.**  
MC-170

**Title**  
*Direct Injection Flow Cytometry for High Throughput Screening*

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<b>Patent App. Serial No.</b>	<b>Country</b>	<b>Date of Filing</b>	<b>Title</b>
Unknown			

and

WHEREAS, STC, pursuant to an agreement between it and the University, has requested the University to assign its entire right, title, and interest in and to invention(s) and related technology assigned by the Inventors to the University.

NOW, THEREFORE, the University does hereby assign and transfer unto STC all its right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the

intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

THE UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
2. The University authorizes the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
3. The University authorizes and requests all domestic and foreign patent office officials to issue all patents, when granted, to STC, its successors and assigns.
4. The University represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into by it which would conflict with this Assignment other than the rights, if any, granted to the research sponsor under the research agreement attached hereto as Attachment 1.5.
5. Notwithstanding this Assignment, UNM reserves the right to use the Invention for internal research, development, and educational purposes only.
6. To the extent the Invention has been developed under one or more funding agreements with the Government of the United States of America, the Government has certain rights as specified in 35 U.S.C. §§200 *et seq.*, including the right of the Government to practice the Invention, or have the Invention practiced, on its behalf. This Assignment is explicitly made subject to such Government rights.

**Regents of the University of New Mexico**

By: [Signature]  
Robert Earnest  
Title: Associate V.P. Business & Finance

STATE OF NEW MEXICO        )  
  )  
COUNTY OF BERNALILLO    )        ss.

The foregoing instrument was subscribed and acknowledged before me, this

11<sup>th</sup> day of February, 2000 by Robert Earnest

[Signature]  
Notary Public

My Commission Expires:  
8/24/2003

Seal:

**Science & Technology Corporation @ UNM**

By: [Signature]  
Title: President

STATE OF NEW MEXICO        )  
  )  
COUNTY OF BERNALILLO    )        ss.

The foregoing instrument was subscribed and acknowledged before me, this

9<sup>th</sup> day of March, 2000 by Charles Wellman

[Signature]  
Notary Public

My Commission Expires:  
8/20/03

Seal: