

07-31-2001

UM Ref: PS-99-026

Page 1 of 2



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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

## PATENTS ONLY

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

## 1. Name of conveying party(ies):

Carol S. Smidts  
Ali Mosleh  
Sankaran Swaminathan  
Francisco J. Groen

7-17-01

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 6/7/2000

## 2. Name and address of receiving party(ies)

Name: University of Maryland

Internal Address:

Office of Technology Commercialization

JUL 17 2001

Street Address: 6200 Baltimore Avenue, Suite 300

City: Riverdale State: MD Zip: 20737

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

## 4. 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)

09/143,969

B. Patent No.(s)

6,223,143

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: University of Maryland

Internal Address:

Office of Technology Commercialization

Street Address: 6200 Baltimore Avenue, Suite 300

City: Riverdale State: MD Zip: 20737

6. Total number of applications and patents involved: ☒ 1

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

☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s)

## 8. Deposit account number:

210683

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

## 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.

James A. Poulos, III

Name of Person Signing

Signature

Date

7/16/2001

Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

07/31/2001 GTOW11 00000009 210683 09143969

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PATENT  
REEL: 012002 FRAME: 0900

Recordation Form Cover Sheet  
Patents Only

Section 1. Names of Conveying Parties Continued

Yung Hsien Chang  
Zhibin Tan

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between **Carol S. Smidts**, an individual having a principal residence at **4808 Moorland Lane, #304, Bethesda, Maryland 20814** (hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in **Assignee Invention Disclosure No. IS-99-026 and for which an application for Letters Patent of the United States, has been made in U.S. Patent Application No. 09/143,969, titled "QUANTITATIVE RISK ASSESSMENT SYSTEM (QRAS)" filed August 31, 1998** (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1. Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by:  
Printed Name:

  
Carol S. Smidts

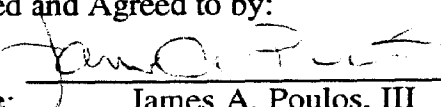
Date:

5/30/2000

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

Printed Name:  
Title:

  
James A. Poulos, III  
Acting Executive Director

Date:

6/1/2000

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between Ali Mosleh, an individual having a principal residence at 11819 Far Edge Path, Columbia, Maryland 21044 hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

## W I T N E S S E T H:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. IS-99-026 and for which an application for Letters Patent of the United States, has been made in U.S. Patent Application No. 09/143,969, titled "QUANTITATIVE RISK ASSESSMENT SYSTEM (QRAS)" filed August 31, 1998 (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1. Assignment of the Works.** -

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

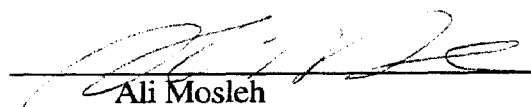
Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by: 

Printed Name: Ali Mosleh

Date:

5/30/2000

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

Printed Name:

  
James A. Poulos, III

Title:

Acting Executive Director

Date:

6/7/2000

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by <sup>2</sup>and between Sankaran Swaminathan an individual having a principal residence at 4709 Tuxumseh Street, #102, College Park, Maryland 20740 hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. IS-99-026 and for which an application for Letters Patent of the United States, has been made in U.S. Patent Application No. 09/143,969, titled "QUANTITATIVE RISK ASSESSMENT SYSTEM (QRAS)" filed August 31, 1998 (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1. Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

## **Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

## **Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

## **Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.


### **ASSIGNOR**

Agreed to by:   
Printed Name: Sankaran Swaminathan

Date: 5/30/2000

### **ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

  
Printed Name: James A. Poulos, III  
Title: Acting Executive Director

Date: 6/7/2000



# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between **Francisco J. Groen** an individual having a principal residence at **7011 A Fordham Court, #2, College Park, Maryland 20740** hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

## WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. **IS-99-026** and for which an application for Letters Patent of the United States, has been made in U.S. Patent Application No. **09/143,969**, titled "**QUANTITATIVE RISK ASSESSMENT SYSTEM (QRAS)**" filed August 31, 1998 (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1. Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

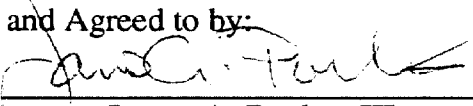
WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by:   
Printed Name: Francisco J. Groen

Date: 5/30/2000

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:  
  
Printed Name: James A. Poulos, III  
Title: Acting Executive Director

Date: 6/7/2000

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between Yung Hsien Chang, an individual having a principal residence at 3316 Gumwood Drive, Hyattsville, Maryland 20783 hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

## W I T N E S S E T H:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. IS-99-026 and for which an application for Letters Patent of the United States, has been made in U.S. Patent Application No. 09/143,969, titled "QUANTITATIVE RISK ASSESSMENT SYSTEM (QRAS)" filed August 31, 1998 (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1. Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by: Yung Hsien Chang  
Printed Name: Yung Hsien Chang

Date: 5/30/2000

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

James A. Poulos, III  
Printed Name: James A. Poulos, III  
Title: Acting Executive Director

Date: 6/2/00

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between **Zhibin Tan** an individual having a principal residence at **11324 Evans Trail, #201, Beltsville, Maryland 20705** hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in **Assignee Invention Disclosure No. IS-99-026** and for which an application for Letters Patent of the United States, has been made in U.S. Patent Application No. **09/143,969**, titled **"QUANTITATIVE RISK ASSESSMENT SYSTEM (QRAS)"** filed August 31, 1998 (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

### **Section 1. Assignment of the Works.**

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

**Section 2. University of Maryland Copyright and Patent Policies.**

The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

**Section 3. Warranty.**

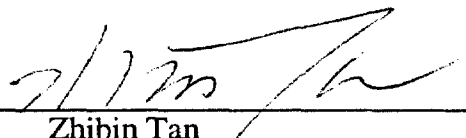
Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

**Section 4. Jurisdiction.**

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

**ASSIGNOR**

Agreed to by: 

Printed Name: Zhibin Tan

Date: 5/30/2000

**ASSIGNEE (The University of Maryland)**

Acknowledged and Agreed to by:

Printed Name: 

James A. Poulos, III

Title:

Acting Executive Director

Date: 6/2/2000