FORM PTO-1595 (REV. 6-93)

08-14-2001



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SHEET

101810221 Our Dock nd Trademarks:
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Our Docket No.: 13374CIP

Name of conveying party(ies): 2. Name and address of receiving party(ies) John C. Polanyi Name: Duncan Rogers Street Address: 142 Collier Street Additional name(s) of conveying party(ies) attached? <u>X</u> No Yes city: Toronto state Ontario 3. Nature of conveyance: Zip: M4N 1M3 CANADA X Assignment _ Merger ___ Security Agreement ____ Change of Name Additional name(s) & address(es) attached? Yes X No __ Other _ Execution Date: 04/19/1998 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: Title: METHOD OF MOLECULAR-SCALE PATTERN IMPRINTING AT SURFACES B. Patent No.(s) A. Patent Application No.(s) 05/19/2000 | 09/573,683 Filed: $\underline{\hspace{1cm}}$ Yes $\underline{\hspace{1cm}} X$ No Additional numbers attached? 6. Total number of applications and patents 5. Name and address of party to whom correspondence concerning document should be involved: ___1 Ralph A. Dowell 7. Total fee (37CFR 3.41).....\$ 40.00 Internal Address: X Enclosed street Address: Suite 309, 1215 Jefferson Davis Highway Authorized to be charged to deposit account Arlington, VA 22202-3124 8. Deposit account number: (703) 415-2555(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. 08/09/2001 Ralph A. Dowell 26,868 Name of Person signing Signature

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

Commission of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

08/13/2001 GTON11 00000204 09573683 01 FC:581 40.00 OP THIS ASSIGNMENT AGREEMENT MADE IN DUPLICATE effective this 19 day of April, 1997, BETWEEN:

1998 TC, 92

JOHN POLANYI, an individual, of 142 Collier Street, Toronto, Ontario, Canada M4N 1M3 (hereinafter called "Polanyi")

- and -

DUNCAN ROGERS, an individual of Ste. 303, Palace Happiness, 1-18-5 Sengen, Tsukuba, Ibaraki 305, Japan (hereinafter called "Rogers")

WHEREAS Polanyi and Rogers of the University of Toronto (the "University") have created an invention (the "Invention" as more fully described below);

AND WHEREAS the Invention is jointly owned by the University, Polanyi and Rogers;

AND WHEREAS under the University's Inventions Policy, the University has assigned its ownership rights in the Invention to Polanyi and Rogers in return for 25% of Net Revenue received by Polanyi and Rogers in respect of the assignment of the rights to the Invention;

AND WHEREAS Rogers has agreed to assign his rights in the Invention to Polanyi;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS;

1. **DEFINITIONS**

- 1.1 "Invention" means the invention known as "Method of Molecular-Scale Pattern Imprinting at Surfaces" described in a U.S. Patent Application filed on November 12, 1997.
- 1.2 "University Assignment" means the Assignment attached as Appendix A hereto.
- 1.3 "Net Revenues" means monies received by Polanyi in respect of the assignment or licensing of rights in the Invention, less legal and other fees incurred directly in the process of establishing and maintaining the legal protection of those rights.

2. ASSIGNMENTS

- 2.1 Subject to the terms and conditions set out below, Rogers for himself, his successors and assigns hereby sells, assigns and transfers to Polanyi all the right, title and interest which he now has, or may hereafter have, in the Invention including all rights to apply for patents on the Invention in the United States and all other countries of the world, including any and all divisions, continuations, continuation-in-part, re-examinations, renewals, and/or extensions thereof, and all corresponding rights, title and interest in and to any patent which may issue therefrom in the United States and all other countries of the world.
- 2.2 Rogers agrees to execute any applications, transfers, assignments and/or such other documents as Polanyi may consider necessary or desirable from time to time for the

PATENT REEL: 012055 FRAME: 0541 purpose of obtaining, maintaining or vesting in and/or assigning to Polanyi absolute title to any patents, copyright, integrated circuit topography, industrial design or trade mark registrations for the Invention; or for the purpose of applying for, prosecuting, obtaining or protecting any such patents, copyright, integrated circuit topography, industrial design or trade mark registrations in any and all parts of the world and Rogers further agrees to cooperate and assist in every way possible in the prosecution and protection of any such applications and the rights granted in respect thereof.

3. **CONSIDERATION**

- In consideration for sale, assignment and transfer of the Invention, Polanyi will pay Rogers a royalty of 20% of the Net Revenues, of which 25% is payable to the University of Toronto pursuant to the University Assignment.
- 3.2 Payment of royalties owing to Rogers will be made annually, within 30 days following each December 31st.

4. **DIRECTION**

4.1 Rogers hereby directs Polanyi to deduct from the amounts owing to him under paragraph 3.1 above, and to pay directly to the University, the "Assignor's Share of Revenue" (as defined in the University Assignment).

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers as of the day and date first above written.

M. Stronger	Tolon i
Witness:	John Polanyi
Hui Jen Huans	Duncan Rogers
Witness:	Duncan Rogers

PATENT
RECORDED: 08/09/2001 REEL: 012055 FRAME: 0542