

08-22-2001

FORM PTO-1595  
1-31-92

REC



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Assistant Commissioner for Patents

101819183

Enclosed original documents or copy thereof.

1. Name of conveying party(ies):  
**Air Products and Chemicals, Inc.**  
**7201 Hamilton Boulevard**  
**Allentown PA 18195-1501** 8-1301  
Additional name(s) of conveying party(ies) attached?  Yes  No

Name of receiving party(ies):  
Name: **University of Pennsylvania**  
Street Address **133 South 36th Street, Suite 300**  
City **Philadelphia State PA ZIP 19104-3246**  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **May 31 and October 27, 2000**

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) \_\_\_\_\_ B. Patent No.(s) **5,196,348; 5,068,098; 4,838,274; 4,781,676**  
**4,956,390; 4,925,992; 4,885,414; 4,873,315; 4,777,304**  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Dianne K. Moser**  
**Legal Assistant**  
Internal Address: **Patent Department (081-620-P)**  
Street Address: **7201 Hamilton Boulevard**  
City **Allentown** State **PA** ZIP **18195-1501**

6. Total number of applications and patents involved: 9  
7. Total fee (37 CFR 3.41) \$ 360.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
01-0493

DO NOT USE THIS SPACE

9. Statement of 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.*  
**Geoffrey L. Chase, Reg. No. 28,059** \_\_\_\_\_ **August 10, 2001**  
Name, Reg. No. of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011  
Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:  
**Assistant Commissioner for Patents**  
**Box Assignments**  
**Washington, D.C. 20231**

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08/21/2001 AMMED1 00000140 010493 5196348  
01 FC:581 360.00 CH

PATENT  
REEL: 012075 FRAME: 0782

PATENT RIGHTS ASSIGNMENT AGREEMENT

This Agreement having an Effective Date as of the last signing party (the "Agreement") by and between the UNIVERSITY OF PENNSYLVANIA, a non-profit institution organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal office at 133 South 36<sup>th</sup> Street, Suite 300, Philadelphia, PA 19104-3246 ("ASSIGNEE"), and AIR PRODUCTS AND CHEMICALS, INC., a Delaware corporation (ASSIGNOR), having as the address of its principal place of business 7201 Hamilton Boulevard, Allentown, Pennsylvania 18195-1501.

ARTICLE 1 - DEFINITIONS

1.01 The term "Patent Rights" shall mean U.S. Patents and their foreign equivalents as set forth in Exhibit A attached hereto.

ARTICLE 2 - SALE OF PATENT RIGHTS

2.01 In consideration of the mutual commitments of the parties, ASSIGNOR hereby agrees to assign to the ASSIGNEE, its successors and assigns all of the ASSIGNOR's right, title and interest in and to the said Patent Rights.

2.02 Upon receipt of this Agreement by ASSIGNOR fully executed by ASSIGNEE, ASSIGNOR shall ship ASSIGNEE or its designated patent agent ASSIGNOR's files on the Patent Rights.

2.03 ASSIGNOR shall execute appropriate documents so that ASSIGNEE may perfect record title in the appropriate governmental offices for the Patent Rights, all at ASSIGNEE's expense. ASSIGNOR shall inform its patent agents in all jurisdictions where the Patent Rights exist to transfer responsibility and necessary file copies to ASSIGNEE's designated agent.

ARTICLE 3 - WARRANTY

3.01 ASSIGNOR assigns ASSIGNEE the Patent Rights on an "as is" basis without any warranties such as warranty against infringement of third party patents, except that ASSIGNOR warrants that it has the right to make this assignment and can convey good title to the Patent Rights to ASSIGNEE.

ARTICLE 4 - GENERAL

4.01 This agreement shall be construed under the laws of the Commonwealth of Pennsylvania and the United States of America without reference to any choice of law provisions.

4.02 Notwithstanding any other provision of this Agreement, in no event shall one party hereto be liable to the other party for consequential, special or indirect damages under any theory of recovery, including but not limited to negligence, breach of contract or strict liability.

4.03 This Agreement sets forth the entire agreement and understandings between the parties as to the subject matter hereof.

4.04 No change, amendment, modification or waiver of any of the terms or conditions of this Agreement shall be effective unless agreed to in writing and signed by a duly authorized representative of each of the parties.

4.05 No waiver of any right or failure to exercise any remedy with respect to any matter or event covered by this Agreement shall be or be deemed to be a waiver of such right or remedy with respect to any other matter or any subsequent event, or to constitute a precedent for purposes of the interpretation of this Agreement or the rights and obligations of the parties hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date hereof.

UNIVERSITY OF PENNSYLVANIA

By: Title: VP Finance & TreasurerDate: 5/31/00AIR PRODUCTS AND CHEMICALS, INC. *JET*By:  *JK*Title: CORP VICE PRESIDENT, TECHNOLOGYDate: 10/27/00

**EXHIBIT A**

Patents

5,196,348  
5,068,098  
4,838,274  
4,781,676  
4,956,390  
4,925,992  
4,885,414  
4,873,315  
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