

FORM PTO-1619A
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- ☐ Assignment
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (801) 256-2210

Name Kenneth E. Horton

Address (line 1) Rader, Fishman & Grauer PLLC

Address (line 2) River Park Corporate Center One, Suite 150

Address (line 3) 10653 River Front Parkway

Address (line 4) South Jordan, UT 84095

PagesEnter the total number of pages of the attached conveyance document
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2

Application Number(s) or Patent Number(s)☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)**Patent Number(s)**

09/811,374

If this document is being filed together with a new Patent Application, enter the date the patent application was
signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed ☐ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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indicated herein.

Kenneth E. Horton
Name of Person Signing

Signature

August 20, 2001
Date

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR:

1. SELLS, ASSIGNS, AND TRANSFERS to University of Utah Research Foundation ("ASSIGNEE"), a corporation of the State of Utah, having a principal place of business at 615 Arapeen Drive, Suite 110, Salt Lake City, Utah 84108, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Patent identified by Serial Number 09/811,374 and filed on March 17, 2001, which has been executed by each undersigned ASSIGNOR and is entitled SCANNING TUNNELING CHARGE TRANSFER MICROSCOPE such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

2. AUTHORIZES the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

3. AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

4. WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

5. COVENANTS, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other legal proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements; and

6. AGREES and ACKNOWLEDGES that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

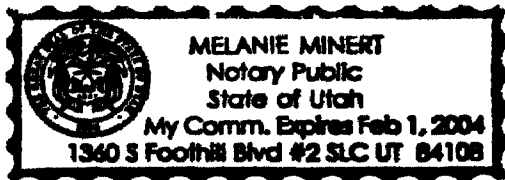
SIGNORS: Cast Avel

Date 6/23/01

Clayton C. Williams

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

BEFORE ME, the undersigned authority, on this 23rd day of June, 2001, personally appeared Clayton C. Williams, personally known or proven by satisfactory documentary evidence to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Melanie Miner
Notary Public