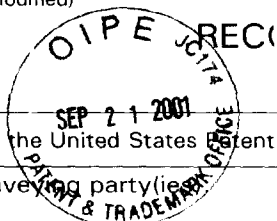


09-26-2001

Atty. Dkt. No. 024569-0102

FORM PTO-1595 (modified)

(Rev. 6-93)



101856952

HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

CONSEIL DES ECOLES POLYTECHNIQUES
FEDERALES DE LA CONFEDERATION HELVETIQUE
(Programme Prioritaire Optique 2)
Case Postale 123, Lausanne, Switzerland 1015

09/21/01

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

Universite de Geneve
24, rue de General Dufour
CH-1211 Geneva 4, SWITZERLAND

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

May 16, 2000

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/509,499

B. Patent Number(s):

Additional numbers attached? NO

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

Glenn Law
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5109

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

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Charge to deposit account

8. Deposit account number: 19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Glenn Law

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 4

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PATENT
REEL: 012187 FRAME: 0642

ASSIGNMENT

BETWEEN THE UNDERSIGNED

Conseil des Ecoles Polytechniques Fédérales de la Confédération Helvétique (programme prioritaire Optique 2)

represented by Professor Marc Ilegems, Head of the "programme prioritaire Optique 2", Ecole Polytechnique Fédérale de Lausanne, Case Postale 123, CH-1015 Lausanne

(hereafter "ASSIGNOR")

on the one hand,

and

Université de Genève, 24, rue du Général Dufour, CH1211 Genève 4

represented by Professor Jean-Dominique VASSALLI, Vice-rector for research and transfer of technology

(hereafter "ASSIGNEE")

on the other hand,

it has been SAID, MADE and AGREED as follows :

The assignor is the applicant of the following patent applications :

- Swiss application No. 2277/97 dated of 29 September 1997;
- PCT/CH98/00412 filed on 28 September 1998, which claims the priority of application 2277/97 filed on 29 September 1997.

The assignor declares that he did not transfer any right of property or working with regard to said patent applications.

BY THESE PRESENTS :

The assignor hereby assigns unto the assignee, who accepts them, from this date, all property rights which he holds on said patent applications and on the patents which may issue thereon, along with the priority right with is attached to application PCT/CH98/00412 (filed on 09/28/1998).

The assignor is not aware of any disclosure or prior art liable to bring in question the novelty of said patent application.

The assignee covenants to refund to the assignor the costs incurred for said patent applications from their filing unto the effective date of execution of this assignment.

These presents will be registered within due terms with the Swiss Federal Property Institute (IPI) and the World Intellectual Property Organization (WIPO) on assignee's initiative and costs to be borne by him.

Full power is granted by the contracting parties to the holder of one of the originals to the effect of proceeding to the registration.

Any dispute concerning the interpretation and enforcement of the present agreement will fall within the competence of the courts of Geneva and will be subject to Swiss Law.

Executed in triplicate

Professor Jean-Dominique VASSALLI

Geneva, May 16, 2000
Place and date

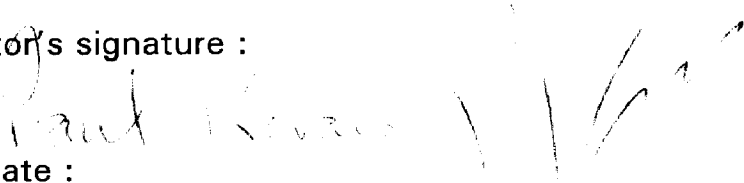
Professor Marc Ilegems

Geneva, May 12, 2000
Place and date

TRANSLATOR'S STATEMENT

I, Paul KOVACS, prepared the attached translation and hereby certify that the attached translation is accurate.

Translator's signature :

A handwritten signature in dark ink, appearing to read "Paul Kovacs", followed by a large, stylized flourish or checkmark.

Place, date :

Geneva August 8, 2000

CESSION

ENTRE LES SOUSSIGNÉS:

Conseil des Ecoles Polytechniques Fédérales de la Confédération Helvétique (Programme prioritaire Optique 2)

représenté par le Professeur Marc Ilegems, Directeur du programme prioritaire Optique 2, Ecole Polytechnique Fédérale de Lausanne, Case Postale 123, CH-1015 Lausanne

(ci-après appelé "LE CEDANT")

et

d'une part,

Université de Genève, 24, rue du Général Dufour CH-1211 Genève 4

représentée par le Professeur Jean-Dominique VASSALI, Vice-recteur pour la recherche et le transfert de technologies.

(ci-après appelé "LE CESSIONNAIRE-")

d'autre part,

IL A ETE DIT, FAIT ET CONVENU CE QUI SUIIT:

Le cédant est déposant des demandes de brevet suivantes :

- Dépôt suisse Nr. 2277/97 du 29 septembre 1997.
- PCT/CH98/00412 déposée le 28 septembre 1998 qui revendique la priorité de la demande 2277/97 déposée le 29 septembre 1997.

Le cédant déclare n'avoir aliéné aucun droit de propriété ni d'exploitation concernant ces demandes de brevet.

PAR LES PRESENTES:

Le cédant cède au cessionnaire qui accepte, à compter de ce jour, tous les droits de propriété qu'il détient sur lesdites demandes de brevets et brevets qui en seront issus, ainsi que le droit de priorité attaché à la demande PCT/CH98/00412 (déposée le 28/09/1998).

Le cédant n'a pas connaissance de faits de divulgation ou d'antériorités mettant en cause la nouveauté de ladite demande de brevet.

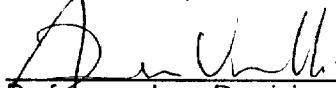
Le cessionnaire s'engage à rembourser au cédant les frais qu'il a encourus pour lesdites demandes de brevet depuis leur dépôt jusqu'à la date effective de signature de cette cession.

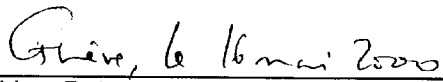
Les présentes seront inscrites dans les délais requis à l'Institut Fédéral de la Propriété Intellectuelle (IPI) et à l'Organisation Mondiale de la Propriété Intellectuelle (OMPI) aux frais et à la diligence du cessionnaire.

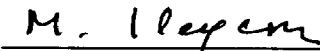
Tous pouvoirs sont donnés par les parties au porteur d'un des originaux pour procéder à l'inscription.

Tout litige concernant l'interprétation et l'exécution du présent contrat sera de la compétence des Tribunaux de Genève et sera Soumis au droit Suisse.

Fait en 3 exemplaires,


Professeur Jean-Dominique VASSALLI


Lieu, Date


Professeur Marc Ilegems


Lieu, Date