

03-21-2002

PCT/PTO 2-28-02



102025534

Express Mail No.: EL 913299486 US

FORM PTO-1595
(Rev. 6-93)RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPT. OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): Kehaun Lu

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

NRD 2-28-02

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date(s): 11 February 2002

2. Name and address of receiving party(ies)

Name: XY, Inc.

Internal Address:

Street Address: 1108 North Lemay

City: Fort Collins State: Colorado Zip: 80524

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

4. Application number(s) or patent number(s): Pursuant to 37 CFR 3.21, the attorney for the applicants has been authorized to insert the filing date and application number of said application when known and hereby submits that information as received in the filing receipt for the PCT application. International Application Number: PCT/US01/45237, International Filing Date: 29 November 2001, entitled "System For In-vitro Fertilization With Spermatozoa Separated Into X-chromosome And Y-chromosome Bearing Populations".

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):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Craig R. Miles

Internal Address: Santangelo Law Offices, P.C.

Street Address: 125 South Howes, 3rd Floor

City: Fort Collins State: Colorado Zip: 80521

6. Total number of applications and patents involved: ONE

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

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

03/13/2002 UEDUWJE 00000040 PCT/US01/45237

02 FC:581

40.00 OP

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.

Craig R. Miles, 45.954

Name of Person Signing

Signature

Date

02-28-02

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademark, Box Assignments
Washington, DC 20231

PATENT
REEL: 012688 FRAME: 0668

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE
PCT BRANCH

In Re the Application of: XY, Inc.

Inventors: George E. Seidel, Kehuan Lu and Tae Kwang Suh

International Application Number: PCT/US01/45237

International Filing Date: 29 November 2001

US Application Nos: 60/253,785 and 60/253,787

Priority Date: 29 November 2000

For: System For In-vitro Fertilization With Spermatozoa Separated
Into X-chromosome And Y-chromosome Bearing Populations

Receiving Office: RO/US

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is between and among Kehuan Lu, whose address is: 14 Burrough Field, Impington, Cambridge CB4 9NW, United Kingdom ("Assignor") and XY, Inc., having its principal office at: 1108 North Lemay Avenue, Fort Collins, CO 80524, ("Assignee").

WHEREAS, the Assignor has contributed to some degree in conceiving or developing technology relating to a system for in-vitro fertilization, including, but not limited to, the technology described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he/she has any such rights worldwide; and

WHEREAS, Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of the Assignee, and in particular the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Assignor warrants that:

- a. he has the authority to assign all right, title, and interest originated now or hereafter by him/her involving the Invention;
- b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
- c. to the extent Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
- d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.

2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
- c. the right to file applications for United States or foreign patents based upon the

Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the business of the Assignee to the extent conceived or developed while he is an employee of XY, Inc. and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Further, Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.

4. Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

5. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to

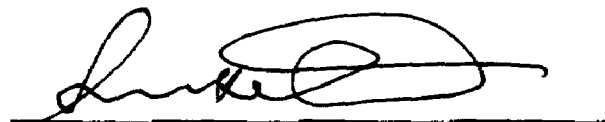
a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

6. Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

SIGNATURES:



Kehuan Lu

Date of Assignment Signature: FEB. 11, 2002
Date of Execution of Application: _____
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Kehuan Lu, this ____ day of _____, in the year 2002. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Notary Public
My Commission Expires: _____

xy/froz-sor/pct/assignxy.txt