

4/22/02 REC

05-01-2002



102074521

Tab settings

To the Honorable Commissioner of Patents at \_\_\_\_\_, filed original documents or copy thereof.

1. Name of conveying party(ies):  
UNIVERSITY OF NEW MEXICO

2. Name and address of receiving party(ies):  
Name: SCIENCE & TECHNOLOGY @ UNM  
Address: 851 University Blvd., S.E., Suite 101

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

City: Albuquerque State/Prov.: NM  
Country: US ZIP: 87106

Execution Date: September 14, 2000

Additional name(s) & address(es)  Yes  No

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

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

Patent Application No.	Filing date	B. Patent No.(s)
10/004,416	October 31, 2001	

Additional numbers  Yes  No

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

6. Total number of applications and patents involved **one**

Name Jeffrey D. Myers  
Registration No. 35,964  
Address: Peacock, Myers & Adams, P.C.  
P. O. Box 26927

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account

City: Albuquerque State/Prov.: NM  
Country: US ZIP: 87125-6927

8. Deposit account number: 13-4213  
(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.

Jeffrey D. Myers

April 11, 2002

Name of Person Signing

Signature

Date

04/30/2002 GT0N11 00000133 10004416

Total number of pages including cover sheet, attachments, and

**5**

# INVENTION ASSIGNMENT TO STC

INVENTION ASSIGNMENT from the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University") to Science & Technology Corporation @ UNM, a nonprofit corporation formed by the University to commercialize technology developed at the University, whose address is 851 University Blvd. SE, Suite 200, Albuquerque, New Mexico 87106 ("STC").

WHEREAS, certain inventors (the "Inventors") while employed by the University, conceived and/or reduced to practice, and subsequently assigned to the University, one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of such assignment to the University. The disclosure is identified as:

<u>UNM Docket No.</u>	<u>Title</u>
UNM-567	<b>"New Method of Modulation Spectroscopy for Measurement of Changes in Excited State Lifetime"</b>

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<u>Patent App. Serial No.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Title</u>
10/004,416	US	October 31, 2001	<b>"New Method of Modulation Spectroscopy for Measurement of Changes in Excited State Lifetime"</b>

and

WHEREAS, STC, pursuant to an agreement between it and the University, has requested the University to assign its entire right, title, and interest in and to invention(s) and related technology assigned by the Inventors to the University.

NOW, THEREFORE, the University does hereby assign and transfer unto STC all its right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) to the extent the University owns the same under its

policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

THE UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
2. The University authorizes the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
3. The University authorizes and requests all domestic and foreign patent office officials to issue all patents, when granted, to STC, its successors and assigns.
4. The University represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into by it which would conflict with this Assignment other than the rights, if any, granted to the research sponsor under the research agreement attached hereto as Attachment 1.5.
5. Notwithstanding this Assignment, UNM reserves the right to use the Invention for internal research, development, and educational purposes only.
6. To the extent the Invention has been developed under one or more funding agreements with the Government of the United States of America, the Government has certain rights as specified in 35 U.S.C. §§200 *et seq.*, including the right of the Government to practice the Invention, or have the Invention practiced, on its behalf. This Assignment is explicitly made subject to such Government rights.

