

5/7/02

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Form PTO-1595

(Rev. 03/01)

RECC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102092560

Attorney Docket No. 10102697

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

1. Name of conveying party(ies):

Jian Chen (04/04/2002)
Mark J. Dyer (04/11/2002)

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

3. Nature of Conveyance:

☒

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☐

Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: Zyvex Corporation

Internal Address:

Street Address:

1321 North Plano Road

City: Richardson

State: TX

Zip: 75081

Additional name(s) & address(es) attached:

☐

Yes

☒

No

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

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

A. Patent Application No.(s):

10/044,317

B. Patent No.(s):

Additional numbers attached?

☐

Yes

☒

No

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

Name: Jody C. Bishop
FULBRIGHT & JAWORSKI L.L.P.

Internal Address:

Street Address: 2200 Ross Avenue
Suite 2800City:
Dallas

State: TX Zip: 75201

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

06-2380

(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.*Jody C. Bishop
Name of Person Signing

Signature

April 26, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 11

05/15/2002 TDLA21 00000126 10044317

01 FC:581

40.00 DP

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: April 26, 2002

Signature:

Gail Miller (Gail Miller)

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by Jian Chen and Mark J. Dyer (hereinafter referred to as Assignors), residing at 430 Buckingham, Apt. 1215, Richardson, TX 75081 and, 705 Blackfoot Court, San Jose, CA 95123 respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **SYSTEM AND METHOD FOR MANIPULATING NANOTUBES**, set forth in a Patent application for Letters Patent of the United States, already filed on January 11, 2002 as U.S. application No. 10/044,317; and

WHEREAS, Zyvex Corporation, a Corporation organized under and pursuant to the laws of Texas having its principal place of business at 1321 North Plano Road, Richardson, Texas 75081 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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 and Trademark Office for recordation of this document:

FULBRIGHT & JAWORSKI L.L.P.

David H. Tannenbaum	24,745	Matthew D. Jones	44,810	Michael A. Papalas	40,381
Jody C. Bishop	44,034	Jerry L. Mahurin	34,661	William B. Tiffany	41,347
Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	R. Ross Viguet	42,203

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Jian Chen

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came _____ Jian Chen _____, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public

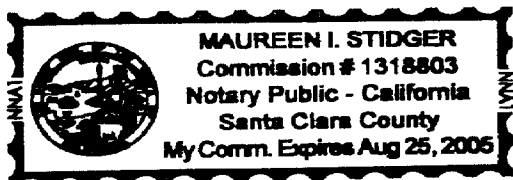
Mark J. Dyer
Mark J. Dyer

Date: 4-11-02

United States of America)
State of California) ss.:
County of _____)

On this 11 day of April, 2002, before me
personally came Mark J. Dyer, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Maureen I. Stidger
Notary Public



ASSIGNMENT BY INVENTORS

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same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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Michael J. Fogarty, III	42,541	Thomas J. Meaney	41,990	R. Ross Viguet	42,203

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Jian Chen

Jian Chen

Date: April 4, 2002

United States of America)
State of Texas) ss.:
County of Dallas)



On this 4th day of April, 2002, before me
personally came Jian Chen, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Lori Wolfe

Notary Public

Mark J. Dyer

Date: _____

United States of America)
State of _____) ss.:
County of _____)

On this _____ day of _____, _____, before me
personally came _____ Mark J. Dyer _____, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Notary Public