

05-31-2002



102107622

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

LY

OFFICE OF PUBLIC RECORDS

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. **2002 MAY 28 PM 4:05**

FINANCE SECTION

1. Name of conveying party(ies):
Jennifer L. West and Kristyn Simcha Masters **5-28-02**

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

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

Execution date(s) of each conveying party:
Jennifer L. West - May 9, 2002
Kristyn Simcha Masters - May 14, 2002

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

Name: **RICE UNIVERSITY**

Address: **6100 MAIN STREET**

City: **HOUSTON**

State: **TEXAS**

Zip: **77005**

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

4(a). Patent Application No.(s): **10/129,418** Patent No.(s):

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

Additional numbers attached? Yes No

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

Name: **John S. Pratt, Esq.**
Address: **KILPATRICK STOCKTON LLP**
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309-4530

6. Total number of applications and patents involved: **1**

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

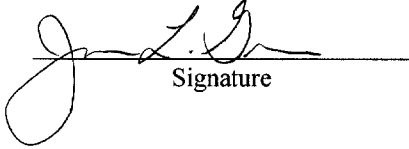
DO NOT USE THIS SPACE

8. Statement and signature.

EXPRESS MAIL LABEL NO: EV041930765US

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.

JAMIE L. GREENE
Name of Person Signing


Signature

Date: **May 17, 2002**

Total number of pages including cover sheet: **5**

Attorney Docket No. **47400-0101US**
(47400-272570)

Mail documents to be recorded with required cover sheet information to:

05/30/2002 LMUELLER 00000041 10129418

01 FC:581 40.00 DP

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

ASSIGNMENT NUNC PRO TUNC

WHEREAS, we, **Jennifer L. West**, a citizen of the United States of America, residing at 3523 Senova Drive, Pearland, Texas, 77584, and **Kristyn Simcha Masters**, a citizen of the United States of America, residing at 10382 Monterey Circle, Northglenn, Colorado, 80260, have invented certain inventions and improvements disclosed in a Patent Cooperation Treaty Application entitled "**Nitric Oxide-Producing Hydrogel Materials**", filed in the United States Receiving Office on September 4, 2001, and assigned International Application Number PCT/US01/27414; and filed on May 1, 2002 as U.S. National Phase Application Serial Number (not yet assigned); and

WHEREAS, **Rice University**, a corporation of the State of Texas, having a principal place of business at 6100 Main Street, Houston, TX 77005, is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we, **Jennifer L. West** and **Kristyn Simcha Masters**, by these presents do sell, assign and transfer unto **Rice University**, as assignee, for its interest and for the sole use and benefit of **Rice University**, its assigns and legal representatives, the full, exclusive and entire right, title, and interest in and to said application, and in and to all inventions and improvements disclosed and described in said application;


For the same consideration, we, by these presents do sell, assign, and transfer to **Rice University**, the full, exclusive, and entire right, title and interest in and to any United States and foreign application or applications corresponding to said application, in whole or

in part, including all divisions, continuations, and reissues thereof; in and to any Letters Patent and similar protective rights granted on said United States and foreign applications, including all divisions, continuations, and reissues thereof; and in and to the right to claim any applicable priority rights arising from or required for said United States and foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations; said United States and foreign applications to be filed and issued in the name of **Rice University**, or its designee insofar as permitted by applicable law.

AND, for the same consideration, we agree to sign all lawful papers, execute all divisional, continuations, reissues and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **Rice University**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

This Assignment is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on **September 1, 2000** (the filing date of the above-referenced international patent application).

Dated: 05-09-02



Jennifer L. West

Our Docket: 47400-0101US (47400-272570)

ASSIGNMENT NUNC PRO TUNC

WHEREAS, we, **Jennifer L. West**, a citizen of the United States of America, residing at 3523 Senova Drive, Pearland, Texas, 77584, and **Kristyn Simcha Masters**, a citizen of the United States of America, residing at 10382 Monterey Circle, Northglenn, Colorado, 80260, have invented certain inventions and improvements disclosed in a Patent Cooperation Treaty Application entitled "**Nitric Oxide-Producing Hydrogel Materials**", filed in the United States Receiving Office on September 4, 2001, and assigned International Application Number PCT/US01/27414; and filed on May 1, 2002 as U.S. National Phase Application Serial Number (not yet assigned); and

WHEREAS, **Rice University**, a corporation of the State of Texas, having a principal place of business at 6100 Main Street, Houston, TX 77005, is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we, **Jennifer L. West** and **Kristyn Simcha Masters**, by these presents do sell, assign and transfer unto **Rice University**, as assignee, for its interest and for the sole use and benefit of **Rice University**, its assigns and legal representatives, the full, exclusive and entire right, title, and interest in and to said application, and in and to all inventions and improvements disclosed and described in said application;

For the same consideration, we, by these presents do sell, assign, and transfer to **Rice University**, the full, exclusive, and entire right, title and interest in and to any United States and foreign application or applications corresponding to said application, in whole or

in part, including all divisions, continuations, and reissues thereof; in and to any Letters Patent and similar protective rights granted on said United States and foreign applications, including all divisions, continuations, and reissues thereof; and in and to the right to claim any applicable priority rights arising from or required for said United States and foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations; said United States and foreign applications to be filed and issued in the name of **Rice University**, or its designee insofar as permitted by applicable law.

AND, for the same consideration, we agree to sign all lawful papers, execute all divisional, continuations, reissues and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **Rice University**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

This Assignment is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on **September 1, 2000** (the filing date of the above-referenced international patent application).

Dated: 5/14/02



Kristyn Simcha Masters

Our Docket: 47400-0101US (47400-272570)