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Agent's Docket No: FP01074US

102180169

RECORDATION COVER SHEET FOR ASSIGNMENT OF PATENT

To the Hon. Commissioner of Patents and Trademarks:

2-29-02

Resubm

Please record the enclosed copy of an assignment document. Relevant assignment data are as follows:

1. Assignors:

02/28/02

YELIN XU
No. 15 Datun Road,
Beijing 100101, P.R. China

LING JIANG
No. 15 Datun
Chaoyang District, Beijing 100101, P.R. China

QIANG XU
No. 15 Datun
Chaoyang District, Beijing 100101, P.R. China

2. Assignee:

Institute of Biophysics, Chinese Academy of Sciences
No. 15 Datun Road, Chaoyang District
Beijing 100101, P.R. China

3. Execution Date of Assignment of Entire Interest in Patent Application: February 5, 2002

4. Execution Date of Declaration for Patent Application: February 5, 2002

4A. Patent Application No.: PCT Appl. No.: PCT/CN00/00068 filed March 29, 2000

4B. Patent Number: Not Assigned
App No. 10/049,486 JDI 1/23/2002

5. Correspondence address: Joshua D. Isenberg
JDI PATENT
204 Castro Lane
Fremont, CA 94539

6. Total Number of applications and Patents involved: 1

7. Total fee (37 CFR 3.41): \$40

8. Statement and signature:

To the best of my knowledge and belief, the information contained herein is true and correct, and any attached copy is a true copy of the original document.

Joshua D. Isenberg
Reg. No. 41,088 telephone: (510) 896-8328

Date: 2/28/2002

Total number of pages including cover sheet, attachments, and document: 3

03/13/2002 HNGUYEN 00000159 PCT/CN00/00068
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ASSIGNMENT

THIS ASSIGNMENT, by

YELIN XU, LING JIANG, and QIANG XU

(hereinafter referred to as the Assignors), residing at **Beijing, P.R. China, Beijing, P.R. China, and Beijing, P.R. China** respectively, witnesseth:

WHEREAS, said Assignor has invented certain new and useful improvements in

"PARALLEL PLATE DIODE"

for which International Application for Letters Patent Serial No. **PCT Appl. No.: PCT/CN00/00068** was filed on **March 29, 2000**

WHEREAS,

INSTITUTE OF BIOPHYSICS, CHINESE ACADEMY OF SCIENCES

(hereinafter referred to as the Assignee), an Institution of Higher Learning under the laws of **THE PEOPLE'S REPUBLIC OF CHINA, BEIJING 100101, P.R. CHINA**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division, continuation, and continuation-in-part of said application; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same has not entered into any assignment, contract or understanding in conflict herewith.

3. Said Assignors hereby jointly and severally covenant and agree to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division, continuation, or continuation-in-part of said application, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

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Assignment

