

10-17-2002

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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102251820

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

## 1. Name of conveying party(ies):

Steven R. J. Brueck

10-11-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: 9/18/2002

## 2. Name and address of receiving party(ies):

Name: University of New Mexico

Address: c/o Patent Administration Office

Hokona Hall

Zuni Wing

Room 357

City: Albuquerque

State/Prov.: NM

Country: USA

ZIP: 87131

Additional name(s) &amp; 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)

6,233,044

Additional numbers

☐ Yes ☒ No

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

Name: Howard I. Sobelman

Registration No. 39,038

Address: Snell &amp; Wilmer L.L.P.

One Arizona Center

400 E. Van Buren

City: Phoenix

State/Prov.: AZ

Country: USA

ZIP: 85004-2202

## 6. Total number of applications and patents involved:

1

## 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

## 8. Deposit account number:

19-2814

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

## 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.

Howard I. Sobelman

Name of Person Signing

Signature

October 4, 2002

Date

Total number of pages including cover sheet, attachments, and

6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT

REEL: 013380 FRAME: 0030

## INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from **Steven Brueck** whose addresses are set forth on the signature page hereof (the "Inventors"), to 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").

WHEREAS, the Inventors, while employed by the University, conceived and/or reduced to practice 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 this Assignment. The disclosure is identified as:

| <u>UNM Docket No.</u> | <u>Title</u>   |
|-----------------------|--|
| UNM-460.CIP           | <i>Methods and Apparatus for Integrating Optical and Interferometric Lithography to Produce Complex Patterns</i> |

(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.</u> | <u>Serial No.</u> | <u>Country</u> | <u>Date of Filing</u> | <u>Title</u>   |
|--------------------|-------------------|----------------|-----------------------|--|
|                    | 09/273,399        | U.S.           | March 22, 1999        | <i>Methods and Apparatus for Integrating Optical and Interferometric Lithography to Produce Complex Patterns</i> |

and

WHEREAS, the University is legally entitled to obtain a formal assignment from the Inventors of their entire right, title, and interest in and to invention(s) and related technology created by Inventors during their employ by the University.

NOW, THEREFORE, the Inventors do hereby assign and transfer unto the University all their 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) 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 during their employment with the University (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 INVENTORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Invention (all income received by the University, or its assignee, from commercialization of the Invention, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Inventors (unless the Inventors have otherwise agreed in writing and so notified the University), forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University.
2. For the purpose of enabling the University, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the Inventors shall 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.
3. The Inventors authorize 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.
4. The Inventors authorize and request all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Inventors warrant and represent that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this Assignment.
6. If there shall only be one Inventor, all references herein to Inventors shall be deemed to refer to said Inventor. If there shall be more than one Inventor, this Assignment may be signed in multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.
7. THE UNDERSIGNED INVENTORS ACKNOWLEDGE BY THEIR RESPECTIVE SIGNATURES HERETO THAT THEY HAVE READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL

COUNSEL OF THEIR CHOOSING CONCERNING THEIR RIGHTS AND OBLIGATIONS  
HEREUNDER.

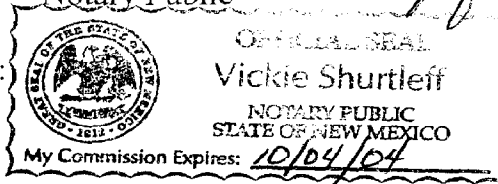
Steven R.J. Brueck 9/18/2002  
Assignor: Steven R.J. Brueck Date  
Address: 5601 Cometa Ct. NE  
Albuquerque NM 87111  
STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO )

The foregoing instrument was subscribed and acknowledged before me, this  
18<sup>th</sup> day of 9, 2002, by Steven Brueck

My Commission Expires:

10/04/04

Seal:



Assignor:

Date

Address:

STATE OF NEW MEXICO )

)

ss.

COUNTY OF BERNALILLO )

The foregoing instrument was subscribed and acknowledged before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Seal:

\_\_\_\_\_

**TRANSMITTAL LETTER  
(General - Patent Issued)**

Docket No.  
28516.1036

Patentee(s): Brueck et al.

U.S. Patent No.  
6,233,044

Issue Date  
May 15, 2001

Title: **METHOD AND APPARATUS FOR INTEGRATING OPTICAL AND INTERFEROMETRIC  
LITHOGRAPHY TO PRODUCE COMPLEX PATTERNS**

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

Transmitted herewith is:

**Assignment, Recordation Cover Sheet and accompanying Fee**

- ☐ No additional fee is required.
- ☒ A check in the amount of **\$40.00** is attached.
- ☒ The Commissioner is hereby authorized to charge and credit Deposit Account No. **19-2814**  
as described below. A duplicate copy of this sheet is enclosed.
- ☐ Charge the amount of
- ☒ Credit any overpayment.
- ☒ Charge any additional fee required.

  
Signature

Dated: **October 4, 2002**

**Howard L. Sobelman, Reg. No. 39,038  
Snell & Wilmer L.L.P.  
One Arizona Center  
400 E. Van Buren  
Phoenix, AZ 85004-2202  
Phone: (602) 382-6228  
Fax: (602) 382-6070**

CC:

I certify that this document and fee is being deposited  
on **October 4, 2002** with the U.S. Postal Service as  
first class mail under 37 C.F.R. 1.8 and is addressed to the  
Commissioner of Patents and Trademarks, Washington,  
D.C. 20231



Signature of Person Mailing Correspondence

**Deborah A. Mier**

Typed or Printed Name of Person Mailing Correspondence

P17B/REV02

CC:

  
Signature of Person Mailing Correspondence

**Deborah A. Mier**

Typed or Printed Name of Person Mailing Correspondence

**PATENT** P17B/REV02  
**REEL: 013380 FRAME: 0034**

**TRANSMITTAL LETTER  
(General - Patent Issued)**

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One Arizona Center  
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Phoenix, AZ 85004-2202  
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D.C. 20231



*Signature of Person Mailing Correspondence*

**Deborah A. Mier**

*Typed or Printed Name of Person Mailing Correspondence*

CC:

P17B/REV02

**RECORDED: 10/11/2002**

**PATENT  
REEL: 013380 FRAME: 0035**