

03-19-2003

Docket No. 103752-48118



102393066

Sheet

attached original documents or copy thereof.

10/382149  
03/05/03

To the Honorable Commissioner of Patents and Trademarks

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

University of New Mexico  
c/o Patent Administration Office  
Hokona Hall, Zuni Wing, Rm. 357  
Albuquerque, New Mexico 87131  
Additional name(s) of conveying parties attached?  
\_\_ Yes ☒ No

3.5.03

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

Name: **Science & Technology Corporation @UNM**

Street Address: 801 University Boulevard SE  
Suite 101  
Albuquerque, New Mexico 87106

## Nature of Conveyance:

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

Execution Date: November 26, 2002

Additional name(s) attached? \_\_ Yes ☒ No

## 4. Application or Registration Number(s)

10382149

If this application is being filed with a new application, the execution date of the new application is: 03-05-03

## A. Patent Application Numbers

## B. Patent Registration Numbers

Additional Numbers attached? Yes ☒ No

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

Name: **Intellectual Property Docket Administrator**  
Firm: **Gibbons, Del Deo Dolan, Griffinger & Vecchione**  
Address: **One Riverfront Plaza**  
City: **Newark** State: **N.J.** Zip: **07102-5497**

## 6. Total Number of applications and registrations involved: 1

## 7. Total Fee:

☐ Enclosed  
☒ Authorized to be charged to Deposit Account

## 8. Deposit Account Number:

03-3839

(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

Name: R. Hain Swope, Esq. Reg. No.: 24,864 Signature: R. Hain Swope Date: March 5, 2003

03/18/2003 ECDOPER 00000146 033839 10382149

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#662838 v1  
103752-48118

**PATENT**  
**REEL: 013849 FRAME: 0679**

## INVENTION ASSIGNMENT FROM UNM 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 801 University Blvd. SE, Suite 101, 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:

**UNM Docket No.**  
**UNM-632**

**Title**  
**Improved Mixing Chamber and Expired Gas Sampling**  
**For Expired Gas Analysis Indirect Calorimetry**

(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:

**Patent Appl.**  
**Serial No.**

**Country**

**Date of Filing**

**Title**

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 while employed by 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 UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

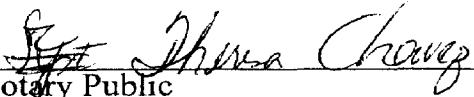
1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, 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.
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.

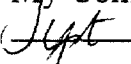
**Regents of the University of New Mexico**

By:   
**Julie Weaks Gutierrez**  
Title: Vice President for Business & Finance

STATE OF NEW MEXICO            )  
  )  
COUNTY OF BERNALILLO        )       ss.

26 The foregoing instrument was subscribed and acknowledged before me, this  
day of November, 2002, by Julie Weaks Gutierrez.

  
Notary Public

My Commission Expires:  
 12, 2005

Seal: