

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Andreas WAGNER		2. Name and address of receiving party(ies) Name: University of New Mexico Internal Address: Patent Administration Office Hokona Hall, Zuni Wing, Rm. 357 Street Address: City: Albuquerque State: NM Zip: 87131			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 10/28/03		4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 10/140,323 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Roberts Abokhair & Mardula, LLC Internal Address: Suite 1000 Street Address: 11800 Sunrise Valley Drive City: Reston State: VA Zip: 20191		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 18-1579			
DO NOT USE THIS SPACE					
9. Signature. Kevin L. Pontius, Reg. No. 37512 Name of Person Signing Signature 02/27/2004 Date Total number of pages including cover sheet, attachments, and documents: 3					

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

CH \$40.00 181579 10140323

**INVENTOR ASSIGNMENT TO UNM**

ASSIGNMENT from Andreas WAGNER, 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-580	An algorithm to reconstruct genetic networks from gene perturbation data

(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>

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.

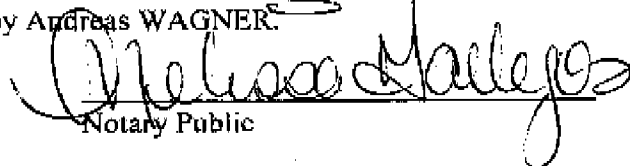
  
Assignor: Andreas WAGNER  
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MSC03 2020  
1 University of New Mexico  
Albuquerque, NM 87131-0001

10/29/03  
Date

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO )

ss.

29 The foregoing instrument was subscribed and acknowledged before me, this day of October, 2003, by Andreas WAGNER.

  
Notary Public

My Commission Expires:

Seal: