

Facsimile No: 703-306-5995
 Attorney Docket: WRI LDH PCT Air

FORM PTO-1595 (Rev. 6-93)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPT. OF COMMERCE 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): Song Jin, Alan E. Bland, Terry H. Brown Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: The University of Wyoming Research Corporation dba Western Research Institute Internal Address: 365 North 9 th Avenue Laramie, WY 82802 Additional name(s) & address attached? 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(s) of Assignment: 1/28/04					
4. Application number(s) or patent number(s): PCT/US04/02606 A. Patent Application No.(s): 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: Nicole A. Ressue Internal Address: Santangelo Law Offices, P.C. Street Address: 125 S. Howes, Third Floor City: Fort Collins State: Colorado Zip: 80521			6. Total number of applications and patents involved: <u>ONE</u> 7. Total fee (37 CFR 3.41)\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> Nicole A. Ressue #48,665 <u>Nicole A. Ressue</u> <u>March 10, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document:					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademark, Box Assignments
 Washington, DC 20231

OP \$40.00

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, each Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights in the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:
 - a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
 - b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. to the extent any Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
 - d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.
2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
 - a. all such worldwide rights to make, use, and sell the Invention;
 - b. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Invention, including, but not limited to, all rights to the above-identified application, and to make any claim for any priority to which such applications may be entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications; all patents which may be granted thereon; and all reissues, and extensions thereof;

- c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- d. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
- e. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Each Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the Invention to the extent conceived (even if later reduced to practice) or developed while he is an employee or consultant of the Assignee or its subsidiaries, affiliates, or related parties, and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee. Further, each Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention in all countries without further consideration but at the expense of the Assignee.

5. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all

related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention. Each Assignor also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

6. Each Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment or any other document any further identification which may be necessary or desirable such as to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

8. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Larimer County, Colorado, or to the extent necessary in federal court in the District of Colorado, United States of America.

SIGNATURES:

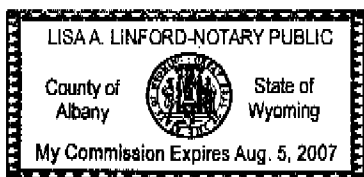
[Signature]
Song Jin

Date of Assignment Signature: 1/28/2004
Date of Execution of Application: 1/28/2004
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF WYOMING)ss.
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me in the County of Albany, State of Wyoming, United States of America, by Song Jin, this 28 day of January, 2004.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Wyoming.



[Signature]
Notary Public
My Commission Expires: Aug. 5, 2007

Alan E. Bland
Alan E. Bland

Date of Assignment Signature: 1-28-04
Date of Execution of Application: 1-28-04
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF COLORADO)ss.
COUNTY OF Larimer)

SUBSCRIBED AND SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Alan E. Bland, this 28th day of January, 2004.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Patricia S. ...
Notary Public
My Commission Expires: March 11, 2006



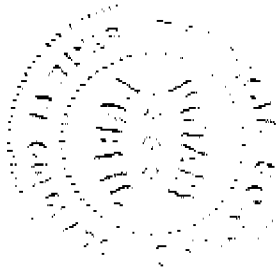
Terry H. Brown
Terry H. Brown

Date of Assignment Signature: 1-28-04
Date of Execution of Application: 1-28-04
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF COLORADO)ss.
COUNTY OF Sumner)

SUBSCRIBED AND SWORN to before me in the County of Sumner, State of Colorado, United States of America, by Terry H. Brown, this 28th day of January, 2004.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



Patricia Soteno
Notary Public
My Commission Expires: March 11, 2006

Attorney Docket: WRI LDH PCT (Air)
Assignment Division Facsimile No: 703-306-5995

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

In Re the PCT Application of: Song Jin, Alan E. Bland, Terry H. Brown
International Application Number: PCT/US04/02606
International Filing Date: January 28, 2004
Title: Bioagent Air Filtration Systems
Receiving Office: RO/US

CERTIFICATE OF FACSIMILE

I, Barbara Graves, hereby certify to the truth of the following items:

1. I am an employee of Santangelo Law Offices, P.C., 125 South Howes, Third Floor, Fort Collins, Colorado 80521.
2. I have this day transmitted the attached Letter of Facsimile Transmittal; Assignment of Patent Rights from Song Jin, Alan E. Bland, Terry H. Brown along with a Recordation Cover Sheet; a Credit Card Payment Form authorizing a credit card payment in the amount of \$40.00 for the recordation fee; and Certificate of Facsimile Transmittal to the Assignment Division at the United States Patent and Trademark Office, facsimile (703) 306-5995.

Dated this 10th day of March, 2004.


Barbara Graves

SANTANGELO Law Offices, P.C.

125 S. Howes, 3rd Floor
Fort Collins, CO 80521
(970) 224-3100 FAX (970) 224-3175
E-mail ideas@IdeaAssetGroup.com

FACSIMILE TRANSMISSION

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

TO: Assignment Division **FAX:** 703-306-5995
FROM: Nicole A. Ressue USPTO Reg. No. 48,665 (Client Code: 2155)
DATE: March 10, 2004

TOTAL PAGES: 12 (including this cover page) X Facsimile Filing

LETTER OF FACSIMILE TRANSMITTAL

In Re the Application of: Song Jin, Alan Bland, Terry H. Brown
Serial Number: PCT/US04/02606
Filed: January 28, 2004
For: Bioagent Air Filtration Systems
Assignee: The University of Wyoming Research Corporation d/b/a Western
 Research Institute
Attorney Docket No.: WRI LDH PCT (Air)

Enclosed for filing in the above application please find the following:

1. This Letter of Facsimile Transmittal (2 pages);
2. Assignment of Patent Rights from Song Jin, Alan E. Bland, Terry H. Brown to The University of Wyoming Research Corporation d/b/a Western Research Institute along with a Recordation Cover Sheet (8 pages);
3. a Credit Card Payment Form authorizing a credit card payment in the amount of \$40.00 for the recordation fee (1 page); and
4. Certificate of Facsimile Transmittal (1 page).

Please confirm receipt of the documents by return facsimile indicating the date of receipt.

I have this 10 day of March, 2004, either myself personally or through my direction of staff at this office, transmitted all of the items in the above letter of transmittal via facsimile number: 703-306-5995 to the Assignment Division, U.S. Patent and Trademark Office.

Dated this 10 day of March, 2004

Respectfully Submitted,
SANTANGELO LAW OFFICES, P.C.

By: Nicole A. Ressue
Nicole A. Ressue
Attorney for Applicant
PTO #48,665
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Fort Collins, CO 80521
(970) 224-3100

wri/ldh/air/pct/assign-fax-xmt