

DOCKET NO. H0498.70187US00

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

**FORM PTO-1595 U.S.**  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

**DEPARTMENT OF COMMERCE**  
Patent and Trademark Office

To the Commissioner for Patents : Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**University of Southampton**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Nunc Pro Tunc Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: **July 17, 2002**

2. Name and address of receiving party(ies)

Name: **President and Fellows of Harvard College**  
**17 Quincy Street**  
**Cambridge, Massachusetts 02138**

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

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)  
**10/196,337**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Timothy J. Oyer, Ph.D.**  
Address: **Wolf, Greenfield & Sacks, P.C.**  
**Federal Reserve Plaza**  
**600 Atlantic Avenue**  
**Boston, MA 02210**

6. Total number of applications and patents involved: **[ 1 ]**

7. Total fee (37 CFR 3.41) **\$ 40.00**

☐ Enclosed

☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any  
deficiencies in the enclosed payment to:

8. Deposit Account No: **23/2825**

**DO NOT USE THIS SPACE**

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.*

**Timothy J. Oyer, Ph.D.**

Name of Person Signing

Signature

**March 31, 2004**

Date

Total number of pages including cover sheet, attachments, and document: **[Nine]**

Mail documents to be recorded with required cover sheet information to (modify as appropriate):

**Mail Stop Assignment Recordation Services 781405**

**Director - U.S. Patent and Trademark Office (when filed separately from a new application)**

**Commissioner of Patents (when filed with a new application)**

**PO Box 1450, Alexandria, VA 22313-1450**

**700075583**

**PATENT  
REEL: 014481 FRAME: 0607**

CH \$40.00 232825 10196337

H0498.70187US00

**NUNC PRO TUNC ASSIGNMENT**

This Agreement is made by and between the University of Southampton, of University Road, Highfield, Southampton SO17 1BJ, a legal body organized under the laws of England ("SOUTHAMPTON"); David C. Smith, of 1, Mullion Court, Franklin Street, Reading, RG1 7YF, United Kingdom ("SMITH"); and the President and Fellows of Harvard College, a nonprofit Massachusetts educational corporation having offices at 17 Quincy Street, Cambridge, Massachusetts 02138 ("HARVARD").

This Agreement concerns the entire right, title, and interest in and to any invention or inventions made by SMITH disclosed and/or claimed in any of the following patent applications, hereinafter referred to as "SMITH INTELLECTUAL PROPERTY" :

U.S. patent application serial no. 10/152,490, filed May 20, 2002, international patent application serial no. PCT/US02/16133, filed May 20, 2002, and U.S. patent application serial no. 10/196,337, filed July 16, 2002, each entitled "Nanoscale Wires and Related Devices", and related cases worldwide.

WHEREAS, on October 11, 2002 SMITH executed a document purporting to sell, assign, and transfer to the President and Fellows of Harvard College, his entire right, title and interest in SMITH INTELLECTUAL PROPERTY, specifically noting U.S. patent application serial no. 10/196,337; and

WHEREAS, both SMITH and SOUTHAMPTON agree that pursuant to an employment agreement between SMITH and SOUTHAMPTON effective at a period of time during which SMITH contributed inventively to any and all SMITH INTELLECTUAL PROPERTY, any and all of said SMITH INTELLECTUAL PROPERTY was owned by SOUTHAMPTON; and

WHEREAS, SOUTHAMPTON entered into an agreement with HARVARD dated January 1, 2003 purporting to assign and convey to HARVARD absolutely all right, title, and interest in and to said SMITH INTELLECTUAL PROPERTY, specifically noting U.S. patent

-2-

application serial no. 10/152,490, and corresponding international patent application serial no. PCT/US02/16133; and

WHEREAS, SMITH, SOUTHAMPTON and HARVARD all agree that all right, title, and interest in and to SMITH INTELLECTUAL PROPERTY properly resides in HARVARD, and wish to confirm ownership of all right, title, and interest in and to SMITH INTELLECTUAL PROPERTY in HARVARD or to transfer SMITH INTELLECTUAL PROPERTY to HARVARD.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged;

SMITH does hereby sell, assign, and transfer to SOUTHAMPTON, *nunc pro tunc* July 16, 2002, his entire, right, title, and interest for the United States and all foreign countries, in and to SMITH INTELLECTUAL PROPERTY, and in and to said applications and any and all priority applications to which said applications relate, and in and to all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries relating to these applications, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries relating to these applications including the right to apply for patent rights in each foreign country and all rights to priority; or consents to and affirms the sale, assignment, and transfer to SOUTHAMPTON of all said SMITH INTELLECTUAL PROPERTY at least as of July 16, 2002 pursuant to the above-referenced employment agreement.

SOUTHAMPTON does hereby sell, assign, and transfer to HARVARD, *nunc pro tunc* July 17, 2002, its entire, right, title, and interest for the United States and all foreign countries in and to SMITH INTELLECTUAL PROPERTY, and in and to said applications and any and all priority applications to which said applications relate, and in and to all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries relating to these applications, and in and to all original and reissued patents which have been or shall be issued in the United States and all

-3-

foreign countries relating to these applications including the right to apply for patent rights in each foreign country and all rights to priority.

SMITH and SOUTHAMPTON agree that HARVARD may apply for and receive Letters Patent for all of said inventions defining SMITH INTELLECTUAL PROPERTY in its own name and, when requested, without charge to but at the expense of HARVARD, agree to carry out in good faith the intent and purpose of this assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to HARVARD all facts known to either of them relating to said inventions and the history thereof, and generally by doing everything possible which HARVARD shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in HARVARD.

SMITH and SOUTHAMPTON hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to HARVARD.

SMITH and SOUTHAMPTON covenant with HARVARD that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by them and that full right to convey the same as herein expressed is possessed by them.

UNIVERSITY OF SOUTHAMPTON

\_\_\_\_\_  
Dr. Peter Hooper  
Deputy Director, Centre for  
Enterprise and Innovation

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

-4-

DAVID C. SMITH

D. C. Smith  
Dr. David C. Smith

8th Jan 08<sup>3</sup>4 <sup>MS.</sup>  
Date

WITNESS:

LL  
Name

8/1/04  
Date

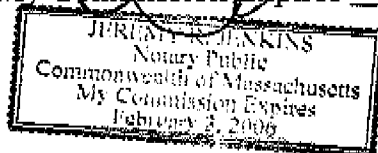
[Signature]  
PRESIDENT AND FELLOWS OF HARVARD COLLEGE

Dr. Joyce Brinton  
Director of the Office for Technology  
and Trademark Licensing  
Harvard University  
11/22/04  
Date

STATE OF MASSACHUSETTS:  
COUNTY OF MIDDLESEX:

Subscribed and sworn to before me this 22<sup>ND</sup> day of JANUARY 2004.

SEAL [Signature]  
Notary Public  
My Commission Expires 2/3/06



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-3-


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UNIVERSITY OF SOUTHAMPTON

  
 Dr. Peter Hooper  
 Deputy Director, Centre for  
 Enterprise and Innovation

5<sup>th</sup> January 2004  
 Date

WITNESS:

  
 Name LAURA KEENE

5<sup>th</sup> January 2004  
 Date



-4-

DAVID C. SMITH

\_\_\_\_\_  
Dr. David C. Smith

\_\_\_\_\_  
Date

WITNESS:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

\_\_\_\_\_  
Dr. Joyce Brinton  
Director of the Office for Technology  
and Trademark Licensing  
Harvard University

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



**F A X C O V E R**

\*\*\*\*\*OFFICIAL FAX\*\*\*\*\*

**Date:** March 31, 2004      **Number of pages** (including cover): Ten  
**To:** Assignment Branch, U.S. Patent and Trademark Office  
**Fax No.:** 703.306.5995  
**Serial No.:** 10/196,337  
**Title:** NANOSCALE WIRES AND RELATED DEVICES  
**From:** Timothy J. Oyer, Ph.D.  
**Direct dial:** 617.646.8251  
**Our File #:** H0498.70187US00

**CERTIFICATE OF FACSIMILE TRANSMISSION 37 C.F.R. §1.8(a)**

The undersigned hereby certifies that this document is being transmitted via facsimile to the attention of Assignment Branch, FAX number 703.306.5995, at the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, in accordance with 37 C.F.R. §1.6(d), on the 31 day of March, 2004.

  
Maureen Joyce

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**Wolf Greenfield Fax Number: 617.720.2441**

Wolf, Greenfield & Sacks, P.C. | 600 Atlantic Avenue | Boston, Massachusetts 02210-2206  
617.720.3500 | fax 617.720.2441 | [www.wolfgreenfield.com](http://www.wolfgreenfield.com)

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**RECORDED: 03/31/2004**

**PATENT**  
**REEL: 014481 FRAME: 0616**