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U.S. PTO
10/684120



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Tab settings

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):

Christof Baur
Richard E. Stallcup II

10-10-03

2. Name and address of receiving party(ies)

Name: Zyvex Corporation

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: 1321 N. Plano Road

City: Richardson State: TX Zip: 75081

Execution Date: October 7, 2003

Additional name(s) & address(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: 10/7/03

A. Patent Application No.(s)

B. Patent No.(s)

10684120

Additional numbers attached? Yes No

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

Name: Priscilla L. Ferguson

Internal Address: Haynes and Boone, LLP

Street Address: 901 Main Street, Suite 3100

WASFAW1 00000035 10684120

City: Dallas State: TX Zip: 75202-3789

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

8. Deposit account number:

08-1394

DO NOT USE THIS SPACE

9. Signature.

Priscilla L. Ferguson

Name of Person Signing

Priscilla L. Ferguson
Signature

10/10/03
Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment, Commissioner of Patent, P.O. Box 1450
Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, We,

- (1) Christof Baur of Dallas
State of Texas, USA
- (2) Richard E. Stallcup II of Little Elm
State of Texas, USA

have invented certain improvements in

SYSTEM AND METHOD FOR PICKING AND PLACING OF NANOSCALE OBJECTS UTILIZING DIFFERENCES IN CHEMICAL AND PHYSICAL BINDING FORCES

for which we have filed an application for Letters Patent of the United States of America, of even date herewith; and

WHEREAS, Zyvex Corporation (Assignee), a corporation organized and existing under the laws of the State of Texas, having its principal office and place of business in the City of Richardson, State of Texas, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

First Inventor Name and Residence Address:
Christof Baur, 7825 McCallum Blvd., #710, Dallas, TX 75252

Dated: 10/07/2003

Christof Baur
Inventor Signature

Dated: 10-7-03

Ava Humphrey
Witness Signature
Witness Name: Ava Humphrey

Second Inventor Name and Residence Address:
~~Richard Stallcup~~, 1545 Laurel Hall Ln., Little Elm, TX 75068
Richard E. Stallcup II

Dated: 10/7/03

[Signature]
Inventor Signature

Dated: 10-7-03

Ava Humphrey
Witness Signature
Witness Name: Ava Humphrey

R-56907.1