

RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 1628.003US1

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):

Hong-Xing Jiang and Jing-Yu Lin

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

3. Nature of conveyance:

- [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Execution Date: September 4, 2003, September 4, 2003

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

Name: Kansas State University Research Foundation

Street Address: 1500 Hayes Drive

City: Manhattan State: Kansas Zip: 66502-5068

Additional name(s) & address(es) attached? []Yes [X]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)

B. Patent No.(s)

Serial No. 10/783,972, filed February 20, 2004

Additional numbers attached? []Yes [X]No

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

Name: Timothy E. Bianchi

Address: Schwegman, Lundberg, Woessner & Kluth, P.A. P.O. Box 2938 Minneapolis, MN 55402

6. Total number of applications and patents involved: 1

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

- [] Enclosed [X] Authorized to be charged to deposit account

8. Please charge any additional fees or credit any over payments to our Deposit account number: 19-0743

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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 E. Bianchi/Reg. No. 39,610 Name of Person Signing

[Signature] June 15, 2004 Date

Total number of pages including cover sheet: 4

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

CH \$40.00 190743 10783972

02-31

INTELLECTUAL PROPERTY ASSIGNMENT & ROYALTY AGREEMENT

Assignment made by the creators of subject intellectual property entitled:

III-Nitride Wide Bandgap Semiconductors for Optical Communications

to Kansas State University Research Foundation, a nonprofit corporation organized under the laws of the State of Kansas, located at 1500 Hayes Drive, Manhattan, Pottawatomie County, Kansas 66502-5068, herein referred to as the RESEARCH FOUNDATION.

Creators of subject intellectual property at Kansas State University include, but are not necessarily limited to, inventors of patentable and non-patentable materials and authors of other creative works.

RECITALS

- A. The creators are or have been associated with Kansas State University, and the subject intellectual property originated from University time, facilities, interaction, or other involvement.
- B. This assignment is in accordance with the Kansas Board of Regents Intellectual Property Policy, approved November 19, 1998.
- C. The creators have produced new and useful information as set forth in the Disclosure Statement of November 22, 2002.
- D. The RESEARCH FOUNDATION desires to acquire the right to make, use, and sell the subject intellectual property and to acquire all right, title, and interest in letters patent of the United States and foreign countries and/or other forms of legal protection, such as copyrights and trademarks, that may be granted thereon.

In consideration of the mutual benefits to be derived hereunder, the parties agree as follows:

1. Assignment. The creators assign to the RESEARCH FOUNDATION the right to make, the right to sell the subject intellectual property, and in any improvements on the subject intellectual property heretofore or hereafter made or acquired by the creators; all right, title, and interest in any patents on the subject invention and its improvements that may be granted in the United States or any foreign country, in any applications for such patent, in each reissue or extension of the patent, and in any other form of legal protection, such as copyrights and trademarks, that may be granted thereon.
2. Cooperation. The creators agree to cooperate with the RESEARCH FOUNDATION such that the RESEARCH FOUNDATION may enjoy to the fullest extent the rights conveyed hereunder. Included with the scope of this duty is cooperation in such proceedings, involving the United States and foreign applications and patents, copyrights, and trademarks, as opposition, cancellation proceedings, priority contests, public use proceedings, court actions, and the like. The creators also agree to provide and/or include such know-how as may be necessary for effective commercialization by a licensee.

Patented December 12, 2000

PATENT**REEL: 014731 FRAME: 0551**

Intellectual Property Assignment & Royalty Agreement

Page 2

3. Revenue. When any revenue is obtained by or on behalf of the institution from the development or assignment of any patent or from royalties, license fees or other charges based on any patent or copyrightable software, twenty-five (25) percent of the revenues shall be paid to the inventor(s) or creator(s) and ten (10) percent of the revenues shall be paid to the inventors(s) or creator(s) department/administrative unit after the institution has recouped any direct costs borne by the institution for equipment and materials and costs paid to third parties.

The appropriate share is as indicated:

CREATOR/CONTRIBUTOR	SHARE
<u>Hongxing Jiang</u>	<u>13%</u>
<u>Jingyu Lin</u>	<u>12%</u>
_____	_____
_____	_____
Total Creator/Contributor Share:	25%
DEPARTMENT/ADMINISTRATIVE UNIT	SHARE
<u>Physics</u>	<u>10%</u>
_____	_____
Total Department/Administrative Unit Share:	10%

4. Parties. The terms and provisions of this assignment shall inure to the benefit of the RESEARCH FOUNDATION, its successors, assignees, and/or other legal representatives; and shall be binding on the creators, their heirs, legal representatives, and assignees.

5. Warranty. The creators warrant and represent that they have not entered into any assignment, contract, or understanding in conflict herewith.

Intellectual Property Assignment & Royalty Agreement
Page 3

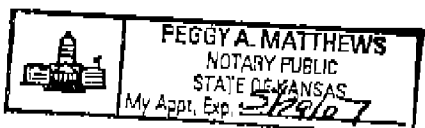
In witness whereof, the creators have executed this assignment on the date shown as follows:

<u>Hogarty, Jay</u> Creator	<u>9/14/03</u> Date
<u>Jimmie L...</u> Creator	<u>9/14/03</u> Date
_____ Creator	_____ Date
_____ Creator	_____ Date

Subscribed and sworn to before me this 4th day of September, 2003.

County of Riley

State of Kansas) ss. Feggy A. Matthews
Notary Public



My commission expires: 29 May 2007

APPROVED AT KANSAS STATE UNIVERSITY BY:

Dean A. Zellmer / pm
Department Head 9/14/03
Date

Supervising Unit Director, if applicable Date

[Signature]
Date 9/14/03

R.W. Trewyn
R.W. Trewyn, Vice Provost for Research 9/12/03
Date