| Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) RE(| | U.S. DEPARTMENT OF COMMER U.S. Patent and Trademark O |
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| Tab settings T T T | 2001 | T T T |
| To the Honorable Commissioner of Patents and Trademarks | : Please record the attached | d original documents or copy thereof. |
| 1. Name of conveying party(ies): | 2. Name and addre Name: The Ohio | ess of receiving party(ies) State University |
| Paul R. Berger | 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: | 960 Kenny Road |
| Guici | City: Columbus | State: OH Zip: 43210-106 |
| - 01/07/2004 | , | |
| Execution Date: 01/07/2004 | Additional name(s) 8 | k address(es) attached? Yes |
| If this document is being filed together with a new app A. Patent Application No.(s) 10/649,046 | B. Patent No.(s) | |
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| A. Patent Application No.(s) 10/649,046 Additional numbers 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jeffrey S. Standley, Standley Law Group LLP | B. Patent No.(s) attached? X N 6. Total number of a | o applications and patents involved: |
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| A. Patent Application No.(s) 10/649,046 Additional numbers 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jeffrey S. Standley, Standley Law Group LLP Internal Address: Street Address: 495 Metro Place South, Suite 210 City: Dublin, State:OH Zip:43017 | B. Patent No.(s) attached? X No. 6. Total number of a 7. Total fee (37 CFI Enclosed Authorized to a 8. Deposit account | applications and patents involved: R 3.41) \$\frac{40.00}{2}\$ to be charged to deposit account |
| A. Patent Application No.(s) 10/649,046 Additional numbers 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jeffrey S. Standley, Standley Law Group LLP Internal Address: Street Address: 495 Metro Place South, Suite 210 City: Dublin, State:OH Zip:43017 | B. Patent No.(s) attached? X No. 6. Total number of a 7. Total fee (37 CFI Enclosed Authorized to a 8. Deposit account 19-4076 (charge ar | applications and patents involved: R 3.41) \$\frac{40.00}{2}\$ to be charged to deposit account |

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<u>ASSIGNMENT</u>

This assignment is made by Paul R. Berger, residing at 4290 Mountain Read City of Columbus, State of OH [zip code] 43220, ("ASSIGNOR") to The Ohio State University, an instrumentality of the State of Ohio and having an office at 1960 Kenny Road, City of Columbus, State of Ohio 43210-1063 ("ASSIGNEE").

FOR ONE U.S. DOLLAR (\$1.00) AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest, together with all rights of priority, in and to my invention entitled SELF-ALIGNED AND SELF-LIMITED QUANTUM DOT NANOSWITCHES AND METHODS FOR MAKING SAME, as described and/or claimed in an application for patent of the United States of America, Serial No. 10/649,046 , filed August 27, 2003. (If said number is not herein written, ASSIGNOR authorizes said number to be supplied hereafter).

ASSIGNOR further does hereby sell, assign and transfer to ASSIGNEE the entire right, title and interest, together with all rights of priority, in and to ASSIGNOR'S invention as described and/or claimed in any and all applications for patents based on the invention, including divisionals, continuations, renewals, substitutes and reissues thereof, and all rights of priority resulting from any of these patent applications, as well as all foreign counterparts and extensions thereof, together with all patents issuing on any of

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these applications for the full terms of all of the patents which may be granted on the invention.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to make applications for, to prosecute such applications, and to receive patents for the invention in the United States and any foreign countries, in ASSIGNEE'S name.

ASSIGNOR HEREBY PROMISES AND AGREES that ASSIGNOR will execute or procure any further necessary assurance of title to the invention and any patents which may issue on the invention. ASSIGNOR will, at any time, upon the request and without further consideration, but at the expense of ASSIGNEE, deliver any testimony in any legal proceedings and execute all papers and do all other things that may be necessary or desirable to perfect the title to the invention, or any patents which may be granted therefor, in ASSIGNEE, its successors, assigns, or other legal representatives. ASSIGNOR will, at any time, upon the request and at the expense of ASSIGNEE, execute any continuations, divisionals, reissues, or any other additional applications for patents for the invention or any part or parts thereof and any patents issuing thereon are hereby assigned to ASSIGNEE. ASSIGNOR will make all rightful oaths, and do all lawful acts required for procuring and enforcing any of the patents, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

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ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States for the invention, resulting from any of the aforesaid applications to the ASSIGNEE.

Paul R. Berger, ASSIGNOR

STATE OF OHIO COUNTY OF FRANKLIN

SS:

Before me personally appeared Paul R. Berger, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he executed the same, of his own free will and for the purposes set forth.

Sworn to before me and subscribed in my presence this 7 day of

-,2003. 2004

Notary Public



WINIFRED SAMPSON Notary Public, State of Ohio My Commission Expires 7-20-2004

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