

FORM PTO-1595 (modified) (Rev 8-85)	<b>RECORDATION FORM COVER SHEET PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office			
To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.					
1. Name of conveying party(ies):  <b>Hua Zhang (08/09/2004)</b> <b>Chad A. Mirkin (08/06/2004)</b> <b>Dana Weinberger (08/04/2004)</b> <b>Seunghun Hong (08/24/2004)</b>  Additional conveying party(ies) <b>NO</b>	2. Name and address of receiving party(ies):  <b>Northwestern University</b> <b>1880 Oak Avenue, Suite 100</b> <b>Evanston, Illinois 60201</b>  Additional name(s) & address(es) attached? <b>NO</b>				
3. Nature of conveyance: <b>ASSIGNMENT</b> Execution Date:	Additional name(s) & address(es) attached? <b>NO</b>				
4. Application number(s) or patent number(s):  If this is being filed together with a new application, the execution date of the application is:  <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">           A. Patent Application Number(s):   <b>10/725,939</b> </td> <td style="width:50%; border: none;">           B. Patent Number(s):         </td> </tr> </table> Additional numbers attached? <b>NO</b>			A. Patent Application Number(s):  <b>10/725,939</b>	B. Patent Number(s):	
A. Patent Application Number(s):  <b>10/725,939</b>	B. Patent Number(s):				
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Stephen B. Maebius</b> <b>FOLEY &amp; LARDNER LLP</b> <b>Washington Harbour</b> <b>3000 K Street, N.W., Suite 500</b> <b>Washington, D.C. 20007-5143</b> <b>Fax: 202-672-5399</b>	6. Total number of applications/patents involved: <b>1</b> 7. Total fee (37 C.F.R. § 3.41): <b>\$40.00</b> Check Enclosed <input checked="" type="checkbox"/> Charge to deposit account 8. Deposit account number: <b>19-0741</b>				
<b>DO NOT USE THIS SPACE</b>					
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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.</i>  <table style="width:100%; border: none;"> <tr> <td style="width:35%; border: none;"> <b>J. Steven Rutt</b> </td> <td style="width:35%; border: none; text-align: center;"> </td> <td style="width:30%; border: none; text-align: right;"> <b>August 27, 2004</b> </td> </tr> </table>			<b>J. Steven Rutt</b>		<b>August 27, 2004</b>
<b>J. Steven Rutt</b>		<b>August 27, 2004</b>			
Name of person signing	Signature	Date			
Total number of pages including cover sheet, attachments, and document: <b>15</b>					

CH \$40.00 190741 10725939

4-08-12 01:08PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV

847 401 9825

T-241 P.011/019 F-807

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

**ASSIGNMENT AND AGREEMENT**

*WHEREAS*, HUA ZHANG of 1228 Oak Avenue, Apartment 5, Evanston, IL 60202, CHAD A. MIRKIN of 111 16th Street, Wilmette, IL 60091, DANA WEINBERGER of 4475 Georgia Street, San Diego, CA 92116 and SEUNGHUN HONG of Asia-Seon-Su-Chon APT 6-205, Song-Pa-Gu, Jam-Sil-Dong, Seoul 138-797, Korea (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **FABRICATION OF SOLID-STATE NANOSTRUCTURES INCLUDING SUB-50 NM SOLID-STATE NANOSTRUCTURES BASED ON NANOLITHOGRAPHY AND CHEMICAL ETCHING** (Atty. Dkt. No. 083847-0231) for which an application for United States Letters Patent was filed on December 3, 2003 as Application No. 10/725,939 and

*WHEREAS*, Northwestern University, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal place of business at 1880 Oak Avenue, Suite 100, Evanston, IL 60201 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, including priority document U.S. Provisional Application No. 60/430,349 filed 12/03/2002, U.S. Application No. 09/866,533, filed 05/24/2001, and U.S. Provisional Application No. 60/207,713, filed 05/26/2000 (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful

2004-08-12 01:08PM FROM:TECHNOLOGY TRANSFER NORTHWESTERN UNIV 647 481 3625 T-241 P.012/018 F-007

Arty. Dkt. No. 083847-0231  
Application No. 10/725,939

papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR or ASSIGNEE's legal interests.

Executed this 9 day of Aug., 2004



HUA ZHANG

State of Illinois )  
County of Cook )ss.

On this 9 day of August, 2004 before me, a notary public in and for said county, appeared HUA ZHANG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

My Commission Expires: 5-16-06

08-12 01:10PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV 847 401 3625 T-241 P.019/019 F-807

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

Executed this 6 day of August, 2004.

  
\_\_\_\_\_  
CHAD A. MIRKIN

State of Illinois  
County of Cook

On this 6 day of August, 2004, before me, a notary public in and for said county, appeared CHAD A. MIRKIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6-16-06

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DANA WEINBERGER

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared DANA WEINBERGER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

2004-08-12 01:10PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV 647 481 3625 T-241 P.014/019 F-807

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SEUNGHUN HONG

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared SEUNGHUN HONG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

-12 01:08PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV 847 481 3625

T-241 P.007/010 F-807

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

**ASSIGNMENT AND AGREEMENT**

**WHEREAS**, HUA ZHANG of 1228 Oak Avenue, Apartment 5, Evanston, IL 60202, CHAD A. MIRKIN of 111 16th Street, Wilmette, IL 60091, DANA WEINBERGER of 4475 Georgia Street, San Diego, CA 92116 and SEUNGHUN HONG of Asia-Seon-Su-Chon APT 6-205, Song-Pa-Gu, Jam-Sil-Dong, Seoul 138-797, Korea (hereinafter referred to as "ASSIGNOR") have invented a certain invention entitled **FABRICATION OF SOLID-STATE NANOSTRUCTURES INCLUDING SUB-50 NM SOLID-STATE NANOSTRUCTURES BASED ON NANOLITHOGRAPHY AND CHEMICAL ETCHING** (Atty. Dkt. No. 083847-0231) for which an application for United States Letters Patent was filed on December 3, 2003 as Application No. 10/725,939 and

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**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, including priority document U.S. Provisional Application No. 60/430,349 filed 12/03/2002, U.S. Application No. 09/866,533, filed 05/24/2001, and U.S. Provisional Application No. 60/207,713, filed 05/26/2000 (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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2 01:09PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV 847 401 3625 T-241 P.009/010 F-807

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
HUA ZHANG

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and for said county, appeared HUA ZHANG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

2004-08-12 01:08PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV

947 491 3625

T-241 P.009/010 F-907

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CHAD A. MIRKIN

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared CHAD A. MIRKIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

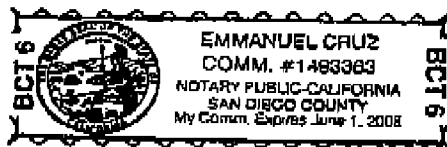
Executed this 4 day of August, 2004.

*Dana A. Weinberger*

DANA WEINBERGER

State of California )  
County of San Diego )

On this 4 day of August, 2004, before me, a notary public in and for said county, appeared DANA WEINBERGER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

*[Signature]*  
Notary Public

My Commission Expires: June 1, 2008



2004-08-12 01:09PM FROM-TECHNOLOGY TRANSFER NORTHWESTERN UNIV

847 491 3625

T-241 P.010/010 F-807

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SEUNGHUN HONG

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a notary public in and for said county, appeared SEUNGHUN HONG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

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Atty. Dkt. No. 083847-0231  
Application No. 10/725,939



reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR or ASSIGNEE's legal interests.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
HUA ZHANG

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared HUA ZHANG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CHAD A. MIRKIN

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared CHAD A. MIRKIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DANA WEINBERGER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared DANA WEINBERGER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Atty. Dkt. No. 083847-0231  
Application No. 10/725,939

Executed this 24 day of August, 2004



*Seunghun Hong*  
SEUNGHUN HONG

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared SEUNGHUN HONG, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Attorney at law *Yang Tae-jung*  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

DOO RE LAW AND NOTARY OFFICE  
Jeonggok South BLD. 1711 Seocho-Dong  
Seocho-Gu, Seoul, Korea.