

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

REC 10-15-2004

U.S. Department of Commerce
Patent and Trademark Office

10/12/04



102860066

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying parties:

Mark E. THOMPSON

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party:

Name: THE UNIVERSITY OF SOUTHERN CALIFORNIA

Address: 3716 South Hope Street
Suite 313
Los Angeles, California 90007

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution date: September 22, 2004

4. Application numbers or patent numbers:

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Applications
10/880,384

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Thomas F. Meagher
Internal Address: KENYON & KENYON

Street Address: One Broadway
City: New York State: New York Zip Code: 10004

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
11-0600

(Attach duplicate copy of this page if paying by deposit account)

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.

Thomas F. Meagher (Reg. No. 29,831)
Name of Person Signing

Thomas F. Meagher
Signature

10/7/04
Date

Total Number of pages comprising document and cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

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

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

OFFICE OF PUBLIC RECORDS
OCT 12 AM 9:38
FINANCE SECTION

(10/14/2004 6TUM11 00000012 110600 10880384)
01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS, we,

Mark E. THOMPSON
4447 Pepper Creek Way
Anaheim Hills, California 92807

Citizenship: United States

have made new and useful improvements in **LUMINESCENT COMPOUNDS WITH CARBENE LIGANDS**, for which an application for Letters Patent was filed with the U.S. Patent and Trademark Office on **June 28, 2004** as Serial No 10/880,384; and

WHEREAS **THE UNIVERSITY OF SOUTHERN CALIFORNIA**, having a place of business at 3716 South Hope Street, Suite 313, Los Angeles, California 90007-4344, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee my entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of our entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 20th day
of September, 2004.

Mark E. Thompson
Mark E. THOMPSON