

OCT 18 2004



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documents or copy thereof.

To the Hon. Commissioner of Patents & Trademark.

1. Name of conveying party(ies):
 Abraham P. Lee
 Yung-Chieh Tan
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name The Regents of the University of California
 Internal Address: _____
 Street Address: 1111 Franklin Street, Twelfth Floor
 City: Oakland State CA ZIP 94607-5200
 Additional name(s) and address(es) attached? Yes No

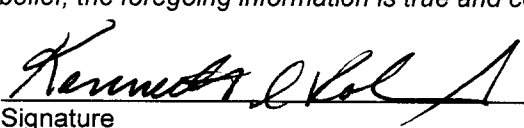
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: October 6, 2004

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) 10/777,470
 B. Patent No.(s) _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name Orrick, Herrington & Sutcliffe LLP
 Internal Address: _____
 Street Address: 4 Park Plaza, Suite 1600
 City: Irvine State CA ZIP 92614-2558
 Attn: Kenneth S. Roberts

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:
15-0665
 (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.
Kenneth S. Roberts  October 12, 2004
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/21/2004 ECDUPER 00000178 150665 10777470

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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, **Abraham Phillip Lee**, a citizen of the United States, residing at 11 Murasaki Street, Irvine, California 92612; and **Yung-Chieh Tan**, a citizen of Taiwan, residing at 1107 Palo Verde, Irvine, California 92612 (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled **MICROFLUIDIC DEVICES FOR CONTROLLED VISCOUS SHEARING AND FORMATION OF AMPHIPHILIC VESICLES**, for which an application for Letters Patent of the United States of America has been filed on February 11, 2004, and assigned U.S. Patent Application Serial No. 10/777470; and

WHEREAS, The REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation organized and existing under and by virtue of the laws of the State of **California** and having its place of business at **1111 Franklin Street, Twelfth Floor, Oakland, California 94607** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.


ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Irvine, CALIFORNIA, this 5th day of October, 2004.
(City and State)


ABRAHAM PHILLIP LEE

WITNESS my hand at Irvine, California, this 5th day of October, 2004.
(City and State)


YUNG-CHIEH TAN