

Form PTO-1595 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Oak Ridge Associated Universities

Execution Date(s) 2-14-2005 & 3-15-2005

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: UT-Battelle, LLC

Internal Address: P.O. Box 2008

Bldg. 4500N; MS-6258

Street Address: One Bethel Valley Road

City: Oak Ridge

State: Tennessee

Country: USA Zip: 37831-6258

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/059,170

(Docket No. 1351.2)

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kirk A. Wilson

Internal Address: P.O. Box 2008

Bldg. 4500N; MS-6258

Street Address: One Bethel Valley Road

City: Oak Ridge

State: Tennessee

Zip: 37831-6258

Phone Number: 865.574.4179

Fax Number: 865.574.0381

Email Address: wilsonka@ornl.gov

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 13-1958

Authorized User Name George L. Craig

9. Signature:

Kirk A. Wilson
Signature

Kirk A. Wilson

Name of Person Signing

3/16/05
Date

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 131958 11059170

ASSIGNMENT AGREEMENT BETWEEN UT-BATTELLE, LLC AND ORAU

THIS AGREEMENT is by and between UT-Battelle, LLC a limited liability company organized and existing under the laws of the State of Tennessee (hereinafter "UT-BATTELLE") in accordance with its prime contract No. DE-AC05-00OR22725 (hereinafter "UT-Battelle's Prime Contract") with the U.S. Department of Energy (hereinafter DOE) and Oak Ridge Associated Universities (hereinafter "ORAU"), the not-for-profit operating contractor of the DOE's Oak Ridge Institute for Science and Education (hereinafter "ORISE") under its prime contract No. DE-AC05-00OR22750 (hereinafter "ORAU's Prime Contract") with the DOE, both being hereinafter jointly referred to as the "Parties" and singularly as a "Party."

WHEREAS:

A. The Parties have developed technology identified in the invention disclosures, patent applications, and/or patents listed in Exhibit A (hereinafter Proprietary Rights); and

B. The Parties desire that ORAU assign its undivided right, title, and interest to the Proprietary Rights to UT-BATTELLE to place ownership of all Proprietary Rights in a single Party, thereby promoting effective and successful commercialization of Proprietary Rights.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. In consideration of good and valuable consideration--including, but not limited to the promises contained in the Memorandum of Agreement between UT-BATTELLE and ORAU executed September 20, 2001--the receipt and sufficiency of such consideration being hereby acknowledged, ORAU by these presents does hereby sell, assign, transfer and set over unto UT-BATTELLE, its successors, legal representatives and assigns, its entire right, title, and interest (if any) in, to, and under the Proprietary Rights.

2. UT-BATTELLE shall share with ORAU portions of royalties UT-BATTELLE receives from licensees, if any, of the Proprietary Rights in accordance with the aforesaid Memorandum of Agreement.

3. UT-BATTELLE shall obligate any licensees of the Proprietary Rights to indemnify ORAU for any liability arising from the making, using, importing or selling of a product, process or service by or on behalf of the Licensee, its assignees or licensees which was derived from the Proprietary Rights, except for any negligent acts or omissions of ORAU.

4. UT-BATTELLE shall obligate any licensees of the Proprietary Rights as listed in Exhibit A to comply with all U. S. export control laws and regulations applicable to the export of the Proprietary Rights.

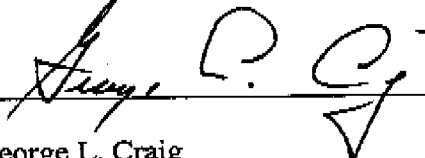
5. ORAU makes no warranties or representations of any kind regarding the Proprietary Rights.

6. The effective date of this agreement is February 7, 2005 and it shall run to and terminate upon the end of the life of the last-to-expire Proprietary Rights of Exhibit A.

Assignment Agreement
ORAU to UT-Battelle, LLC

In witness whereof the Parties have executed this agreement below:

UT-BATTELLE, LLC

By: 
Name: George L. Craig
Title: Associate General Counsel
Date: 14 Feb 2005

OAK RIDGE ASSOCIATED UNIVERSITIES


By: 
Name: Ivan Boatner
Title: General Counsel
Date: 3/15/05

EXHIBIT A, PROPRIETARY RIGHTS

| UT-B Docket No. | Title (Patent Appl. No., Patent No.) | Contract Type & No. | Inventors | | |
|--------------------|---|---|---------------------------------------|--------------|---------------------|
| | | | UT-Battelle | ORAU | Others |
| 1351.2 | CHEMICALLY-FUNCTIONALIZED MICROCANTILEVER FOR DETECTION OF CHEMICAL, BIOLOGICAL, AND EXPLOSIVE MATERIAL | DE-AC05-00OR22725 and DE-AC05-00OR22750 | Lal A. Pinnaduwege and Thomas Thundat | John E. Hawk | Vassil I. Boiadjiev |