

3/21/05

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PATENTS ONLY

Form PTO-1595 (Rev. 03/01) R1 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): E.I. DuPont de Nemours & Co.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>The Regents of the University of California</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>1111 Franklin St. 5th Floor</p> <p>City: <u>Oakland</u></p> <p>State: <u>CA</u> Zip: <u>94607</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Intellectual Property Donation Agreement</u></p> <p>Execution Date: <u>December 12 & 17, 2003</u></p>	

4. Application number(s) or patent number(s):

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


<p>A. Patent Application No.(s):</p>	<p>B. Patent No.(s):</p> <p>5,614,272 6,069,435 6,409,567</p> <p>5,948,465 6,376,973 6,565,403</p> <p>6,097,140 6,514,112</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert Berliner</u> <u>FULBRIGHT & JAWORSKI L.L.P.</u></p> <p>Internal Address: <u>1279-426-432.US</u></p> <p>Street Address: _____</p> <p>865 South Figueroa Twenty-Eighth Floor</p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017-2571</u></p>	<p>6. Total number of applications and patents involved: <u>8</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>320.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>50-0337</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Robert Berliner  3/21/05

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, in an envelope addressed to: Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313, on the date shown below.

Dated: 3/21/05 Signature: Jean Bove (Jean Bove')

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**INTELLECTUAL PROPERTY
DONATION AGREEMENT**

This Agreement, effective as of the last date of execution hereof between the parties (the "Effective Date"), is by and between:

E. I. du Pont de Nemours and Company, a corporation of the State of Delaware having a principal place of business at 1007 Market Street, Wilmington, Delaware 19898 (hereinafter "DuPont"),

and

The Regents of the University of California, acting through their Davis, California campus (hereinafter "the Regents"), with a principal place of business at One Shields Avenue, Davis, California 95616.

Article 1--Background

- 1.1 DuPont is the owner of certain patents, patent applications, and incidental DuPont Proprietary Technical Information pertaining to field emission technology (the "Technology"), which has utility in the displays and lighting industries. The Regents are engaged in the research, development, and dissemination of technologies related to these industries.
- 1.2 DuPont is willing to donate its patents, patent applications, and DuPont Proprietary Technical Information pertaining to the Technology to the Regents. In turn, the Regents are willing to accept the DuPont donation, further develop the Technology, and maintain the Patent Rights for a minimum period of at least three (3) years following the Effective Date. Accordingly, DuPont and the Regents agree to the donation, subject to the terms and conditions set forth in this Agreement.

Article 2--Definitions

As used herein, the term:

- 2.1 "Patent Rights" means the patents and patent applications listed in Appendix A.
- 2.2 "DuPont Proprietary Technical Information" means DuPont's trade secrets related to the Technology, including technical information in DuPont's possession on the Effective Date that it is free to disclose to the Regents. The DuPont Proprietary Technical Information is summarized in Appendix B.

Article 3--Assignment of Rights

- 3.1 DuPont hereby assigns its entire right, title and interest in the Patent Rights to the Regents. Such assignment to the Regents includes DuPont's right to enforce Patent

Rights and to recover damages for any infringement retroactively to the issue date of any patent included in Patent Rights. DuPont shall execute such further documentation as may be reasonably furnished by the Regents to record title of the Patent Rights in the Regents, at the Regents' expense.

- 3.2 DuPont further conveys to the Regents its entire right, title, and interest in DuPont Proprietary Technical Information disclosed to the Regents. Accordingly, DuPont will neither use the DuPont Proprietary Technical Information, nor disclose the DuPont Proprietary Technical Information to others for use, after the Effective Date.
- 3.3 In addition to the foregoing assignment of the Patent Rights and Know-How, and as an additional contribution to the Regents, DuPont hereby agrees to pay to the Regents the sum of thirty thousand dollars (\$30,000) in the form of a gift, which shall be used by the Regents to pay the costs of prosecution and/or maintenance of the Patent Rights. Also, DuPont hereby agrees to pay to the Regents the sum of one hundred thousand dollars (\$100,000) in the form of a gift to be used by the Regents to further develop the Technology in accord with the Regent's commitment under Article 1.2 of this Agreement.

Article 4 --- DuPont Assistance

- 4.1 For a period of twelve (12) months following the Effective Date, DuPont will make its employees familiar with the Technology available to the Regents, at times and locations to be agreed upon that are convenient for both parties, in order to assist the Regents in the transmission of the DuPont Proprietary Technical Information.
- 4.2 DuPont shall cooperate with the Regents in the preparation, filing, and prosecution of (i) patent application(s) relying in whole or in part on the filing dates of the Patent Rights for priority, and (ii) such other patent application(s) as the Regents may elect to file on inventions contained in the DuPont Proprietary Technical Information. The Regents shall have sole discretion in the preparation, filing, and prosecution of these patent applications, and shall bear all costs associated therewith, as of the Effective Date. The Regents shall reimburse DuPont for any out-of-pocket costs incurred by DuPont, at DuPont's request, pursuant to this Article 4.2.
- 4.3 Prior to or promptly after execution of this Agreement, the Regents shall inform DuPont of the individual or law-firm assuming responsibility for administration of the Patent Rights. DuPont shall deliver files pertaining to the Patent Rights in a timely manner in order that the Regents can (i) prepare such documents it desires to evidence the assignment and (ii) undertake orderly administration of the Patent Rights, including, without limitation, prosecution of pending patent applications as the Regents deem appropriate.
- 4.4 DuPont shall cooperate with the Regents to the extent that DuPont's cooperation may be required in the enforcement or defense of any Patent Rights, or of any patents obtained pursuant to the preceding paragraph. Such assistance shall be provided at times and in a manner that is not unduly disruptive of DuPont's normal course of

business. The Regents shall reimburse DuPont for the time spent by DuPont employees in these activities requested by the Regents, and for DuPont's out-of-pocket costs including any necessary travel expenses or accommodation.

Article 5--Warranties and Liability

- 5.1 DuPont warrants that it owns and has good title to the Patent Rights. DuPont is not aware of any claim, or written threat of claim, that the practice of the Patent Rights would infringe third party patents or other intellectual property rights. Except as set forth above, DuPont makes no warranties with respect to freedom from alleged infringement of third party patents, or freedom from third party infringers. DuPont shall not be under any obligation to hold the Regents or future licensees, assignees or transferees of the Regents harmless against alleged infringement of third party patents.
- 5.2 DuPont assumes no responsibility whatsoever with respect to the practice of the DuPont Proprietary Technical Information and/or Patent Rights by the Regents or the Regents' licensees, assignees, or transferees. To the extent authorized by law, the Regents hereby indemnify and hold DuPont harmless from any loss, claim, lawsuit, damage to property or the environment, illness or injury (including death), to any person or property, whatever the cause, arising out of or pertaining to the use or practice of the DuPont Proprietary Technical Information and/or Patent Rights by the Regents, its officers, employees and agents after the Effective Date. The Regents also agree to require all of the Regents' future licensees, assignees or transferees to indemnify the Regents and DuPont for any loss, claim, lawsuit, damage to property or the environment, illness or injury (including death), to any person or property, whatever the cause, arising out of or pertaining to the use or practice of the DuPont Proprietary Technical Information and/or Patent Rights donated to the Regents by DuPont.

Article 6 -- Miscellaneous

- 6.1 The Regents may, at their election, publicize the existence of this Agreement, subject to review and approval of DuPont of any such announcement, such approval not to be unreasonably withheld.
- 6.2 This Agreement shall be governed by the laws of the State of California, which shall also be the forum for any disputes arising hereunder.
- 6.3 This Agreement supersedes the confidentiality agreement between the parties dated November 18, 2002, which hereby is null and void.

- 6.4 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. No amendment shall be effective unless in writing, signed by both parties hereto.
- 6.5 The parties have caused this Agreement to be signed in duplicate by their duly authorized representatives on the dates set forth below.

The Regents of the University of California

E. I. du Pont de Nemours and Company

By: Jerry N. Vanderhoef

By: T. M. Connelly

Printed Name: VANDERHOEF

Printed Name: T. M. CONNELLY

Title: Chancellor

Title: SVP / CSTO

Date: 12 Dec 03

Date: 17 DEC 03

Appendix A. US & Foreign Field Emission Technology IP

DuPont Docket Number	U.S. Patent Number	U.S. Patent Title	Foreign Patents Granted	Foreign Applications
Ion Beam Technology				
CL1159	6,565,403	Ion bombarded graphitic electron emitters		EP, FR, DE, GB, JP, KR
CL1159A	6,409,567	Particle-deposited carbon electron emitters		EP, FR, DE, GB, JP, KR
CL1164	6,514,112	Coated wire ion bombarded graphitic electron emitters		EP, FR, DE, GB, JP, KR
Carbon Particle Emitter Technology				
CR9264A	5,614,272	Method for making small dimensional diamond-coated graphite articles	EP, FR, DE, GB	JP
CR9835	5,948,465	Process for making a field emitter cathode using a particulate field emitter material	EP, FR, DE, GB	JP, KR
Fiber Emitter Technology				
CR9729	6,097,140	Display panels using fibrous field emitters	EP, FR, DE, GB	JP, KR
CR9866	6,069,435	Connection method for fiber field emitters and field emitter cathodes made therefrom		EP, FR, DE, GB, JP, KR
CR9918	6,376,973	Metal-oxygen-carbon field emitters	EP, FR, DE, GB	JP, KR

Appendix B. DuPont Proprietary Technical Information

- (1) Final Report: Tapestry Program-Design, Fabrication, and Evaluation of Fiber-Based, Field Emission Displays; Dennis J. Bechis, Head Program Manager, David Sarroff Research Center
- (2) DuPont Technical Report: 1998-CRD-62 Modeling of Field Emission Display-Progress Report; Gary Shaulov, Visiting Research Scientist
- (3) DuPont Technical Report: 1998-CRD-119 Characterization of Thick Paste Carbon Materials for Use as Electron Field Emitters in Flat Panel Displays; Gillian A. M. Reynolds and Lap-Tak Cheng
- (4) Intellectual Property Valuation Report: E. I. du Pont de Nemours and Company Field Emission Display Technology Appraisal; InterCap, Inc.; December 31, 2003

PATENT
REEL: 016386 FRAME: 0229

RECORDED: 03/21/2005