

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Hiranya S. Roychowdhury	08/11/2005
Maria Ordaz	07/29/2005
Kristina Dominguez-Trujillo	08/11/2005
Glenn D. Huehn	08/11/2005
Glenn D. Kuehn	08/11/2005

RECEIVING PARTY DATA

Name:	Arrowhead Center, Inc.
Street Address:	Box 30001
Internal Address:	MSC 3 RES
City:	Las Cruces
State/Country:	NEW MEXICO
Postal Code:	88003-8001

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11120009

CORRESPONDENCE DATA

Fax Number: (505)243-2542
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 505 998-6117
Email: aturk@peacocklaw.com
Correspondent Name: Peacock Myers, P.C. (Deborah A. Peacock)
Address Line 1: P. O. Box 26927
Address Line 4: Albuquerque, NEW MEXICO 87125-6927

NAME OF SUBMITTER:

Jeffrey D. Myers

Total Attachments: 5

PATENT

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ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventors/Assignors: **Hiranya S. Roychowdhury, Maria Ordaz,
Kristina Dominguez-Trujillo and Glenn D. Kuehn**

Serial No. 11/120,009

Filing Date: **May 2, 2005**

Whereas, Hiranya S. Roychowdhury residing at 3136 Dyer Street, Las Cruces, New Mexico 88001, Maria Ordaz residing at 8709 Whitus Drive, El Paso, Texas 79925, Kristina Dominguez-Trujillo residing at 422 Lupton Place, Las Cruces, New Mexico 88001 and Glenn D. Kuehn of 2032 Crescent Drive, Las Cruces, New Mexico 88005 (hereinafter referred to as "Assignors") are employees, former employees, students, or former students of New Mexico State University, Las Cruces, New Mexico 88003 and as such have made a certain invention entitled *Copper-Inducible Promoter System*, for which a patent application was filed at the expense of their employer, on May 2, 2005, in the United States Patent and Trademark Office. The patent application is filed under attorney docket No. 37000-0408.UT, and is identified as Serial No. 11/120,009, which claims priority of U.S. Provisional Application Serial No. 60/567,232 filed on April 30, 2004.

Whereas, the Assignors are obligated under the provisions of the New Mexico State University Policy Manual, which incorporates the Faculty Handbook, General Operating, Personnel and Benefits Manual ("NMSU Policy Manual") to assign the invention and intellectual property rights relating thereto to New Mexico State University, subject to the terms of the NMSU Policy Manual; and

Whereas, the intellectual property of New Mexico State University, by authority of its Board of Regents, is required to be assigned to ARROWHEAD CENTER, INC., MSC 3RES, Box 30001, Las Cruces, New Mexico 88003-8001, its successors and assigns (hereinafter referred to as "Assignee").

Now, therefore, in view of the above premises and good and valuable consideration the receipt whereof is hereby acknowledged, and with the agreement that the Assignors and Assignee will abide by the NMSU Policy Manual, and with the further agreement that Assignors' right to receive money under the NMSU Policy Manual shall extend to Assignors' heirs, successors, and assigns, Assignors do hereby sell, assign and transfer unto Assignee all right, title and interest in and to the invention and all improvements and the interest in and to any and all copyrights and patent applications and patents which may be issued thereon in the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, including all provisional, utility, continuations-in-part, divisions, substitutions, reissues, renewals, continuations, reexaminations or other applications based in whole or in part thereon, and the right to sue for past, present, and future infringement of such rights, in the name of Assignee or its designee.

If the work is a "work made for hire" within the meaning of the Copyright Act (Title 17 of the United States Code), Assignors and Assignee agree that the work shall be considered a work made for hire. And Assignors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents and copyrights.

Assignors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Assignors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or

hereafter known to Assignors which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Assignors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Further, Assignors agree to communicate to Assignee any facts known to Assignors respecting said invention, and to testify in any legal proceedings, to sign all lawful papers, to execute all provisionals, utilities, divisions, continuations, in whole or in part, substitutions, renewals and reissue applications, to execute all necessary assignment papers to cause any and all of said Patents to be issued to Assignee, to make all rightful oaths and generally to do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper protection for said invention.

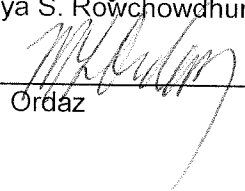
Assignors' rights in the above-mentioned invention or improvement and Related Know-How and any copyrights, patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Assignor have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Assignors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Assignors hereby authorize and requests the Commissioner of Patents and Trademarks and the U.S. Copyright Office of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent and copyright registration as shall be granted on said application or applications based thereon to Assignee.

DATED this 27th day of July, 2005.


Hiranya S. Rowchowdhury


Maria Ordaz

Kristina Dominguez-Trujillo
Kristina Dominguez-Trujillo
Kristina Dominguez-Trujillo
Glenn D. Kuehn
Glenn D. Kuehn

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by Hiranya S. Rowchowdhury.

My commission expires: 8-19-2008

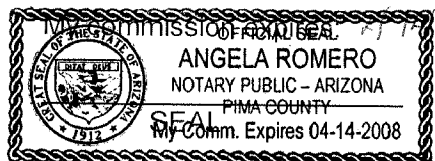
[Signature]
Notary Public

SEAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 29th day of July, 2005, by Maria Ordaz.

[Signature]
Notary Public



STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by Kristina Dominguez-Trujillo.

My commission expires: 8-19-2008

[Signature]
Notary Public

SEAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by Glenn D. Kuehn.

My commission expires: 8-19-2008

[Signature]
Notary Public

SEAL

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