

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of New Mexico	10/04/2005
RECEIVING PARTY DATA	
Name:	Science & Technology Corporation @ UNM
Street Address:	801 University Blvd. SE
Internal Address:	Suite 101
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State/Country:	NEW MEXICO
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5572540
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ATTORNEY DOCKET NUMBER:	UNM-320
NAME OF SUBMITTER:	Andrea Kemp
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PATENT
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INVENTION ASSIGNMENT FROM UNM TO STC

INVENTION ASSIGNMENT from the Regents of the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University") to Science & Technology Corporation @ UNM, a nonprofit corporation formed by the University to commercialize technology developed at the University, whose address is 801 University Blvd. SE, Suite 101, Albuquerque, New Mexico 87106 ("STC").

WHEREAS, certain inventors (the "Inventors") while employed by the University, conceived and/or reduced to practice, and subsequently assigned to the University, one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of such assignment to the University. The disclosure is identified as:

<u>UNM Docket No.</u>	<u>Title</u>
UNM-320	Two-Dimensional Opto-Electronic Switching Arrays

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, one or more patent application(s) either have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the invention or inventions described in the Invention Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<u>Patent Appl. Serial No.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Title</u>
07/925,437	USA	08/11/1992	Two-Dimensional Opto-Electronic Switching Arrays

and

WHEREAS, STC, pursuant to an agreement between it and the University, has requested the University to assign its entire right, title, and interest in and to invention(s) and related technology assigned by the Inventors to the University.

NOW, THEREFORE, the University does hereby assign and transfer unto STC all its right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) the Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors while employed by the University (all of the foregoing, (a), (b), (c), and (d) being collectively referred to hereafter as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Application(s).

THE UNIVERSITY FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. For the purpose of enabling STC, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the University agrees to provide all reasonable and necessary assistance in requiring the Inventors to timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
2. The University authorizes the attorneys of record for the Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
3. The University authorizes and requests all domestic and foreign patent office officials to issue all patents, when granted, to STC, its successors and assigns.
4. The University represents that no assignment, sale, agreement or encumbrance has been or will be made or entered into by it which would conflict with this Assignment.
5. Notwithstanding this Assignment, UNM reserves the right to use the Invention for internal research, development, and educational purposes.
6. To the extent the Invention has been developed under one or more funding agreements with the Government of the United States of America, the Government has certain rights as specified in 35 U.S.C. §§200 *et seq.*, including the right of the Government to practice the Invention, or have the Invention practiced, on its behalf. This Assignment is explicitly made subject to such Government rights.

Regents of the University of New Mexico

By: David W. Harris
Title: Executive Vice President for Administration

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

4th The foregoing instrument was subscribed and acknowledged before me, this
day of October, 2005, by David W. Harris.

Karen W. Vickers
Notary Public

My Commission Expires:

Seal:

2-25-08

