

Docket No.: YOR920020286US1

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08A/REV03

RECORDATION FORM COVER SHEET

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- 1) **Hao Zeng**
2) **International Business Machines Corporation**

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **International Business Machines Corporation**Address: **New Orchard Road**

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Agreement to Correct Invention Assignment**

Execution Date: **1) May 14, 2004 2) July 11, 2005**City: **Armonk** State/Prov.: **NY**Country: **USA** ZIP: **10504**

Additional name(s) & address(es)

☒ Yes ☐ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)

10/340,761**January 13, 2003**

Additional numbers

☐ Yes ☒ No

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

Name: **Sean M. McGinn**Registration No. **34,386**Address: **McGinn & Gibb****8321 Old Courthouse Road****Suite 200**City: **Vienna** State/Prov.: **VA**Country: **USA** ZIP: **22182-3817**

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ **40.00**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0510

(Attach duplicate copy of this page if paying by deposit account)

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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.***Phillip E. Miller**

Name of Person Signing



Signature

August 29, 2005

Date

Total number of pages including cover sheet, attachments, and document: **1**

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

PATENT**700206858****REEL: 016677 FRAME: 0816**

CH \$40.00 500510 10340761

Recordation Form Cover Sheet-Page 2

2. Name and Address of Receiving Party(ies):

Name: Louisiana Tech University

Address: 305 Wisteria Street

City: Ruston State/Prov.: Louisiana

Country: USA Zip: 71272

AGREEMENT TO CORRECT INVENTION ASSIGNMENT

This Agreement is between International Business Machines Corporation, a New York corporation having a place of business at New Orchard Road, Armonk, New York 10504, (hereinafter called "IBM"), Louisiana Tech University, a public Louisiana university having a place of business at 305 Wisteria Street, Ruston, Louisiana 71272, (hereinafter called "Louisiana Tech"), and Inventor Hao Zeng (hereinafter called Zeng), of 238 Gallagher Street, Buchanan, New York, 10511, an employee of Louisiana Tech (the "Agreement to Correct Invention Assignment");

Whereas Zeng is co-inventor of a United States Patent Application Number 10/340,761, entitled "Process of Forming Magnetic Nanocomposites via Nanoparticle Self-Assembly" filed on January 13, 2003;

Whereas, IBM, Louisiana Tech and Zeng wish to correct an inadvertent error in the Assignment signed on January 6, 2003, (the Assignment Agreement) in which Zeng erroneously assigned his entire right, title and interest in the above application and invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of the above U.S. patent application, to IBM instead of the intended Assignee, Louisiana Tech;

Whereas, IBM based on information and belief agrees that the aforementioned assignment by Zeng to IBM was a result of an inadvertent error; and

Whereas, Zeng, and Louisiana Tech, as employer of Zeng at the time of the invention and of the filing of the above U.S. Patent Application, agree that Louisiana Tech was and is the intended Assignee of Zeng's entire right, title and interest under the Assignment Agreement.

Now, Therefore, IBM, Zeng and Louisiana Tech agree as follows:

That the Assignment Agreement be corrected to reflect Louisiana Tech as the proper Assignee of Zeng's assignment of his entire right, title and interest; that such a correction be effected in the Confirmatory Assignment attached hereto and signed by Zeng; and that the original assignment of right, title and interest to IBM from Co-inventor and employee of IBM, Shouheng Sun, under the Assignment Agreement, was and shall remain in full force and unaffected by this Agreement to Correct Invention Assignment.

If any section of this Agreement to Correct Invention Assignment is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such section in every other respect and the remainder of this Agreement to Correct Invention Assignment shall continue in effect so long as it still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement to Correct Invention Assignment shall be either renegotiated or terminated.

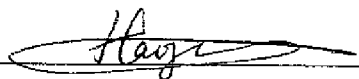
Nothing contained in this Agreement to Correct Invention Assignment shall be construed as conferring any rights by implication, estoppel or otherwise, under any intellectual property right, or any patents or patent applications, other than the aforementioned U.S. patent application.

This Agreement to Correct Invention Assignment shall not be binding upon the parties until it has been signed hereinbelow by or on behalf of each party.


This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the law of the State of New York, United States of America, as such law applies to contracts signed and fully performed in the State of New York.

This Agreement, including the Confirmatory Assignment attached hereto, embodies the entire understanding of the parties with respect to the Assigned Patents, and replaces any prior oral or written communication between them.


Signed and Accepted:


Co-Inventor Hao Zeng

5/14/04
Date


[Print Name] Richard M. Ludwin
International Business Machines Corp.

7-11-05
Date


[Print Name] PRESIDENT
Louisiana Tech University

5/25/05
Date

IBM Docket No. YOR920020286US1

CONFIRMATORY ASSIGNMENT

WHEREAS, I

Inventor Hao Zeng
County of Westchesterof Buchanan (city)
State of New York

have invented certain improvements in


"Process of Forming Magnetic Nanocomposites via Nanoparticle Self-Assembly"

and executed a United States patent application therefor on: January 13, 2003
and an Assignment therefor on: January 6, 2003;

Whereas, Louisiana Tech University, a public Louisiana university, having a place of business at 305 Wisteria Street, Ruston, Louisiana 71277, (hereinafter called "Louisiana Tech"), desires to acquire the entire, right, title and interest in said application and invention, and to any United States and foreign patents to be obtained therefor; and was and is the intended Assignee of Hao Zeng's entire right, title and interest in the Assignment of United States Patent Application Number 10/340,761;

Now therefore, for valuable consideration, receipt whereof is hereby acknowledged, I, the above named, hereby confirm that Louisiana Tech was and is the intended Assignee in my January 6, 2003 Assignment, and agree that my sale, assignment and transfer to Louisiana Tech, its successors and assigns, of the entire right, title and interest in said application and the invention therein disclosed for the United States and foreign countries, and all rights of priority resulting from the filing of said application is effective as of January 6, 2003, and I request the Commissioner of Patents to issue any Letters Patent granted upon the invention set forth in said application to Louisiana Tech, its successors and assigns; and I hereby agree that Louisiana Tech may apply for foreign Letters Patent on said invention and I will execute all papers necessary in connection with the United States and foreign applications when called upon to do so by Louisiana Tech.

Signed (Date Signing Assignment)

at Yorktown Hts, NYon May 14, 2004,

Inventor, Hao Zeng