

07-28-2005



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11-184664
S. DEPARTMENT OF COMMERCE
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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)

Dwayne L. LaBrake

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 07/14/2005

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

2. Name and address of receiving party(ies)

Name: Molecular Imprints, Inc.

Internal Address: Legal Department

Street Address: P.O. Box 81536

City: Austin

State: TX

Country: USA Zip: 78708-1536

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

Dkt. No. P162-38-04, "Method of Controlling the Critical Dimension of Structures formed on a Substrate"

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kenneth C. Brooks

Internal Address: Legal Department

Molecular Imprints, Inc.

Street Address: P.O. Box 81536

City: Austin

State: TX Zip: 78708-1536

Phone Number: 512-339-7760

Fax Number: 512-491-8918

Email Address: kbrooks@militho.com

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 502650

Authorized User Name Kenneth C. Brooks

9. Signature:

Signature

Date

Kenneth C. Brooks

Name of Person Signing

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

3

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

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PATENT
REEL: 016802 FRAME: 0375

ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) Dwayne L. LaBrake
Cedar Park, Texas

(hereinafter referred to as Assignor(s)), have invented a certain invention entitled:

METHOD OF CONTROLLING THE CRITICAL DIMENSION OF STRUCTURES FORMED ON A SUBSTRATE

for which application for Letters Patent in the United States was filed herewith; and

WHEREAS, Molecular Imprints, Inc, a corporation of the State of Delaware, having a place of business at 1807-C West Braker Lane, Austin, Texas 78758-3650 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as the Application), and the invention disclosed therein (hereinafter referred to as the Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignor(s), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as the Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor(s) to have been received in full from said Assignee:

1. Said Assignor(s) hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor(s) shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefore and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor(s) in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor(s), their respective heirs, legal representatives and assigns.

4. Said Assignor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor(s) hereby authorize and request the attorneys of record to insert, where indicated above, the application number and filing date of said application when known.

IN WITNESS WHEREOF, the said Assignor(s) have executed and delivered this instrument to said Assignee on the dates indicated below.

Dated:

Signed:

1)

7-14-05



Dwayne L. LaBrake