

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The University of Colorado Foundation, Inc.	10/01/1999
RECEIVING PARTY DATA	
Name:	University Technology Corporation
Street Address:	3101 Iris Avenue
Internal Address:	Suite 250
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5596434
Patent Number:	5637256
Patent Number:	5658493
Patent Number:	5543078
CORRESPONDENCE DATA	
Fax Number:	(303)607-3600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-607-3500
Email:	jmesser@faegre.com
Correspondent Name:	Faegre & Benson LLP, Customer #35657
Address Line 1:	2200 Wells Fargo Center
Address Line 2:	90 South Seventh Street
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	61297-306226
NAME OF SUBMITTER:	Don D. Cha, Reg. No. 40,945

CH \$160.00 5596434

PATENT

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REEL: 017015 FRAME: 0147

Total Attachments: 6

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CERTIFICATION

I, A. Keller Young, being duly constituted Secretary of The University of Colorado Foundation, Inc., a Corporation organized and existing under and by virtue of the laws of the State of Colorado, do hereby certify that attached document is a true and complete copy of

- Assignment and Assumption Agreement dated October 1, 1999, by and among The University of Colorado Foundation, Inc. and The Regents of the University of Colorado and University Technology Corporation for 46,188 shares of common stock in Ribozyme Pharmaceuticals, Inc. and 10,000 shares of common stock in Displaytech, Inc. and specific contract rights as stated in Schedule 1 of said document;

and that this document was signed by Charles G. McCord, President of The University of Colorado Foundation, Inc., effective October 1, 1999. I further certify that said person was duly elected and acting officer, as above specified, of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of this Corporation on this 15th day of October, 2001.

A. Keller Young Secretary

(Seal)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), dated effective as of October 1, 1999, is by and among The University of Colorado Foundation, Inc., a Colorado nonprofit corporation ("Assignor"), The Regents of the University of Colorado, a body corporate ("Assignee"), and University Technology Corporation, a Colorado nonprofit corporation ("UTC").

Recitals

- A. Pursuant to an assignment from University Research Corporation, a Colorado corporation ("URC"), effective June 30, 1999, Assignor holds certain patent and other intellectual property rights, including the Ribozyme Technology rights, FLC Rights and SELEX/ Spert Technology rights (as defined herein).
- B. Pursuant to the CU-UTC Intellectual Property Operating Agreement (the "CU-UTC Agreement"), UTC is entitled to receive, hold, invest in, administer, and manage intellectual property for the benefit of Assignee.
- C. Assignor, pursuant to this Assignment, now desires to transfer certain assets to Assignee, all to be held subject to the terms of the CU-UTC Agreement.

Agreement

1. Definitions.

(a) "Ribozyme Technology" shall mean all inventions, improvements or other developments relating to ribozymes including the identification, manufacture, synthesis, delivery, use and enhancement or control of ribozymes transferred pursuant to the Assignment of Intellectual Property Rights in Ribozyme Technology, dated effective as of September 1, 1993 by and between the Regents of the University of Colorado and URC.

(b) "FLC Rights" shall mean those patent and other intellectual property rights relating to ferroelectric liquid crystals and related materials and products as set forth on Schedule A and Schedule B of the Technology License and Industrial Research Agreement, dated June 1, 1994, by and between URC and Displaytech, Inc.

(c) "SELEX/ Spert Technology" shall mean those patent and other intellectual property rights relating to Systematic Evolution of Ligands by Exponential Enrichment and Systematic Evolution of Polypeptides by Reverse Translation as set forth in Section I of the Restated Assignment and License Agreement, dated effective as of July 17, 1991 by and between URC and Nexstar Pharmaceuticals, Inc.

2. Assignment. For good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the assets described below.

(a) All of the rights of Assignor in and to the stock listed on Schedule I hereto (the "Stock");

ASSIGNEE:

THE REGENTS OF THE UNIVERSITY,
OF COLORADO, a body corporate

By: John C. Buechner
Name: John C. Buechner
Title: President

Attest: _____

ASSIGNOR:

THE UNIVERSITY OF COLORADO
FOUNDATION, INC.,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

Attest: _____

UNIVERSITY TECHNOLOGY CORPORATION,
a Colorado nonprofit corporation

By: Mitchell M. Griffith
Name: Mitchell M. Griffith
Title: President & CEO

Attest: _____

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 24th day of January, 2000, by Mitchell M. Griffith as President of University Technology Corporation, a Colorado nonprofit corporation.

Witness my hand and seal.

My commission expires: 2/8/2003

Margaret K. Pinner
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19 day of October, 1999, by
CHARLES G. MCCORDS as PRESIDENT of The University of Colorado
Foundation, Inc., a Colorado corporation.

Witness my hand and seal.

My commission expires: 12-9-2000

David K. Strauer
Notary Public
4701 Manning Rd.
Berthoud, CO 80513

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of October, 1999, by
_____ as _____ of The Regents of the University
of Colorado, a body corporate.

Witness my hand and seal.

My commission expires:

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of October, 1999, by
_____ as _____ of The University of Colorado
Foundation, Inc., a Colorado corporation.

Witness my hand and seal.

My commission expires:

Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 24th day of ^{January, 2000}~~October, 1999~~, by
John C. Buechner as President of The Regents of the University
of Colorado, a body corporate.

Witness my hand and seal.

My commission expires: 2/8/2003

Margaret K. Smith
Notary Public

SCHEDULE 1

Description of Assigned Property

Stock:

1. 46,188 shares of common stock in Ribozyme Pharmaceuticals, Inc.
2. 10,000 shares of common stock in Displaytech, Inc.

Contract Rights:

1. Restated Assignment and License Agreement, dated July 17, 1991 by and between Nexstar Pharmaceuticals, Inc. and University Research Corporation, including without limitation rights to any royalties thereunder.
2. License Agreement among the University of Colorado, University Research Corporation and United States Biochemical Corporation dated September 1, 1993, which Agreement was amended and restated in that certain Amended and Restated License Agreement dated November 20, 1996.
3. License Agreement among the University of Colorado, University Research Corporation and Ribozyme Pharmaceuticals, Inc. dated September 1, 1993, which Agreement was amended and restated in that certain Amended and Restated License Agreement dated October 1, 1996.
4. Technology License and Industrial Research Agreement, dated June 1, 1994 by and between University Research Corporation and Displaytech, Inc.
5. Agreement, dated July 29, 1994 by and among University of Colorado, University Research Corporation and the University of Colorado Foundation, Inc.