

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Doc. Date: 06/28/1999 and Assignor: University Research Corporation previously recorded on Reel 017015 Frame 0131. Assignor(s) hereby confirms the assignment of certain patent and other intellectual property rights.
CONVEYING PARTY DATA	
Name	Execution Date
University Research Corporation	06/28/1999
RECEIVING PARTY DATA	
Name:	The University of Colorado Foundation, Inc.
Street Address:	4740 Walnut Street
City:	Boulder
State/Country:	COLORADO
Postal Code:	80306
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

CH \$160.00 5596434

PATENT

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REEL: 017089 FRAME: 0041

NAME OF SUBMITTER:

Don D. Cha, Reg. No. 40,945

Total Attachments: 9

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PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

01/13/2006
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University Research Corporation	06/28/2005
RECEIVING PARTY DATA	
Name:	The University of Colorado Foundation, Inc.
Street Address:	4740 Walnut Street
City:	Boulder
State/Country:	COLORADO
Postal Code:	80306
PROPERTY NUMBERS Total: 4	
Property Type	Number
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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

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), dated effective as of June 30, 1999, is by and between University Research Corporation, a Colorado corporation ("Assignor") and The University of Colorado Foundation, Inc., a Colorado nonprofit corporation ("Assignee").

Recitals

- A. Assignor was formed as a wholly-owned subsidiary of Assignee to serve as the corporate vehicle to commercially exploit faculty inventions at the University of Colorado.
- B. Pursuant to this relationship, Assignee transferred to Assignor certain patent and other intellectual property rights, including the Ribozyme Technology rights, FLC Rights and SELEX™ / Spert Technology rights (as defined herein).
- C. Assignor now desires to transfer certain of its assets back to its sole shareholder, Assignee, subject to the terms and conditions set forth herein.

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 1 hereto (the "Stock");

(b) All of the rights of Assignor in and to the agreements and contracts listed on Schedule 1 hereto (the "Contract Rights"); and

(c) All of Assignor's right, title and interest in and to the Ribozyme Technology, the FLC Rights and the SELEX™ / Spert Technology (collectively, the "Intellectual Property").

The Stock, Contract Rights and Intellectual Property are referred to collectively herein as the Assigned Property.

3. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee, its successors and assigns that: a) Assignor has full power and authority to enter into this Agreement; b) this Agreement is enforceable against Assignor in accordance with its terms; c) this Agreement does not violate any agreement or contract to which Assignor is a party or by which Assignor or the Assigned Property is bound; and d) the Assigned Property is not subject to any liens or encumbrances.

4. Assumption of Obligations; Assignee's Indemnity. In consideration for the transfer of assets contemplated hereby, Assignee hereby assumes all of the obligations of the Assignor arising from and after the date hereof under the Assigned Property. Assignee further agrees to indemnify and hold harmless Assignor from and against all obligations or liabilities arising out of the Assigned Property from and after the date hereof.

5. Agreement Relating to Royalties from the SELEX™ / Spert Technology. Assignee also agrees to assume the obligation of URC to donate its share of SELEX-derived royalties to the new MCDB building as agreed to by URC in that certain memorandum, dated December 21, 1993, to Larry Gold from Charlie McCord and John Holloway relating to URC Policy on Royalty and Equity Distributions from NeXagen Proceeds.

6. Further Assurances. Assignor agrees to cooperate with Assignee in providing further information, undertaking further acts and executing further documents necessary or desirable to effect the terms of this Assignment.

7. No Partnership. It is not the intent of the parties to create a partnership or joint venture or to assume partnership responsibility or liability.

8. Amendments. No variation, amendment modification or waiver of any of the terms or conditions hereof shall be deemed valid unless made in writing and signed by the parties hereto.

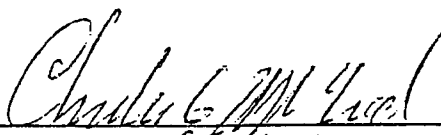
9. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Colorado.

10. Schedules. All Schedules attached hereto are hereby incorporated by reference and form part of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed in their respective corporate names by their duly-appointed officers identified below.

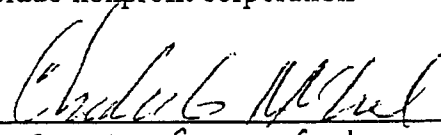
ASSIGNOR:

UNIVERSITY RESEARCH CORPORATION,
a Colorado corporation

By: 
Name: Charles G. McCord
Title: President

ASSIGNEE:

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

By: 
Name: Charles G. McCord
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 28 day of June, 1999, by
Charles Michael as President of University Research
Corporation, a Colorado corporation.

Witness my hand and seal.

David K. Streuer
Notary Public
4701 Meunier Rd
Berthoud, CO 80513

My commission expires: 12-9-2000

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 28 day of June, 1999, by
Charles Michael as President of The
University of Colorado Foundation, Inc., a Colorado nonprofit corporation.

Witness my hand and seal.

David K. Streuer
Notary Public
4701 Meunier Rd.
Berthoud, CO 80513

My commission expires: 12-9-2000

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
3. License Agreement among the University of Colorado, University Research Corporation and Ribozyme Pharmaceuticals, Inc. dated September 1, 1993
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.