


Docket No. 881024-1

FORM PTO 1595 (Rev. 6-93)	<b>RECORDATION COVER SHEET PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
OMB No. 0651-0011 (exp. 4/94)		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name(s) of conveying party(ies):  <b>Colorado School of Mines Foundation, Incorporated</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies)  Name: <b>Mines Applied Technology Transfer, Inc.</b>  Internal Address:  Street Address: <b>1500 Illinois Street</b>  City: <b>Golden</b> State: <b>Colorado</b> ZIP: <b>80401</b>  Country: <b>U.S.</b>  Additional name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <b>November 23, 2005</b>		
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:		
A. Patent Application No.(s)	B. Patent No.(s) <b>5,738,768</b>	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Paul J. Prendergast</b>  Internal Address: <b>DORSEY &amp; WHITNEY LLP</b>  Street Address: <b>Republic Plaza Building, Suite 4700 370 Seventeenth Street</b>  City: <b>Denver</b> State: <b>CO</b> ZIP: <b>80202</b>	6. Total Number of applications and patents involved: <b>1</b>  7. Total fee (37 CFR 3.41) . . . 1 x \$40. . . . . <b>\$40</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit Account number: <b>04-1415</b> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
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.		
<b>Paul J. Prendergast</b>	 Signature	<b>April 26, 2006</b> Date
Total number of pages including cover sheet, attachments, and document: <b>4</b>		
Mail documents to be recorded with required cover sheet information to:		
<b>Mail Stop Assignment Recordation Services          Director of the US Patent and Trademark Office          P.O. Box 1450          Alexandria, VA 22313-1450</b>		

CH \$40.00 041415 5738768

## ASSIGNMENT

WHEREAS, COLORADO SCHOOL OF MINES FOUNDATION, INCORPORATED, a tax exempt 501(c)(3) public charity organization that exists solely for the benefit of the Colorado School of Mines and its students, whose mailing address is: 923 16<sup>th</sup> Street, Golden, Colorado 80401 (hereinafter referred to as "Assignor"), is by assignments the sole owner of the entire right, title and interest in U.S. Patent No. 5,738,768 and the inventive subject matters therein contained; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said U.S. Patent, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (hereinafter collectively referred to as "Patent Rights"); and

WHEREAS, MINES APPLIED TECHNOLOGY TRANSFER, INC., a tax exempt 501(c)(3) public charity organization that exists solely for the benefit of the Colorado School of Mines and its students, whose mailing address is 1500 Illinois Street, Golden, Colorado 80401 (hereinafter referred to as "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the Patent Rights, as set forth above and described hereinabove, and any and all Letters Patent to be obtained therefor, to be held and enjoyed by the Assignee, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment and sale not been made, together with all claims for profits and damages by reason of past infringement of said Patent Rights by any party or parties, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns or other legal representatives.

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings

and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

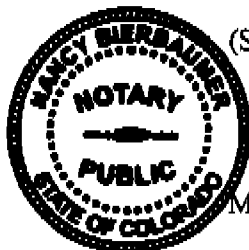
Colorado School of Mines Foundation, Inc.

Date: 11/23/05 2005

By: *Linda M. Landrum*  
 Linda M. Landrum  
 Managing Director and Treasurer

STATE OF COLORADO    )  
   ) ss.  
 COUNTY OF JEFFERSON )

On this 23 day of November, 2005, before me a Notary Public in and for said county, personally appeared Linda M. Landrum, the above-mentioned representative of Colorado School of Mines Foundation, Inc., who executed the foregoing instrument and acknowledged that she signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



(S E A L)

*Nancy Bierbaumer*  
 Notary Public

My commission expires: 11-2-08

My Commission Expires Nov. 2, 2008

