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PATENTS ONLY

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Street address: 1705 El Camino Real		
City: Palo Alto State: CA Zip: 943	06-1106 Country: US	
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3. Nature of conveyance/Execution Date(s):		
Assignment ■	☐ Joint Research Agreement	
☐ Security Agreement	☐ Government Interest Assignment	
☐ Merger	Executive Order 9424m Confirmatory License	
☐ Change of Name	☐ Other	
Execution Date(s): 2/24/2006		
4. Application or patent number(s):		
A. Patent Application No.(s) 11/298306	A. Patent No.(s)	
☐ This document is being filed together with a new applic	eation.	
Additional numbers attached? 🔲 Yes 🛮 No		
5. Name and address to whom correspondence concerni Name: LUMEN Intellectual Property Services, Inc. Street address: 2345 Yale Street, Second Floor	ng document should be mailed:	
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9. Signature: Signature Rm 70.41		
Printed Name Ron Jacobs		
Date 3/1/06	Total number of pages including cover sheet, attachments and documents:4	

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03/07/2006 HGUTEMAI 00000045 11298306

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Attorney Docket No: S04-317/US

ASSIGNMENT

THIS ASSIGNMENT, by

Alan T. Asbeck, Sangbae Kim and Mark R. Cutkosky

(hereinafter referred to as the Assignors), residing at Stanford, California; Stanford, California; and Palo Alto, California, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

BIOLOGICALLY INSPIRED CLIMBING DEVICE

for which application for Letters Patent has been executed on 2/24/06, and is attached hereto

WHEREAS.

The Board of Trustees of the Leland Stanford Junior University

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA**, **STANFORD**, **CALIFORNIA** 94305, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an Agreement Concerning Rights in Invention.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

- 1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division of said application, continuation of said application, and any continuation-in-part of said application which is subject to said agreement concerning rights in invention; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.
- 2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.
- 3. Said Assignors hereby jointly and severally covenant and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division of said application, continuation of said application, or any continuation-in-part of said application which is subject to said agreement concerning rights in

Assignment, Page 1 of 2

PATENT REEL: 017647 FRAME: 0644 invention, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

- 4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.
- 5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.
- 6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

Date: 2 24 06	Alan T. Asbec		
State: County:		. K	
Subscribed and sworn to before me on this	day of	, 20	
	Notar	y Public	
Date: 7eb 24, 200b	///m/	-	
	Sangbae Kim		
State: County:	2000 (2000 (100) (1000 (1000 (1000 (1000 (1000 (1000 (1000 (100) (1000 (1000 (100) (1000 (1000 (100) (1000 (1000 (100) (1000 (100) (1000 (100) (1000 (1000 (100) (100) (1000 (100) (100) (1000 (100) (1000 (100) (100) (1000 (100) (100) (100) (1000 (100) (100) (100) (1000 (100) (100) (100) (100) (100) (100) (100) (1000 (100) (
Subscribed and sworn to before me on this	day of	, 20	
	Notary	y Public	

Assignment, Page 2 of 2

Date: February 24, 2006	Mark F. Curkosky
State: <u>CA</u> County: _	
Subscribed and sworn to before me	on this <u>A</u> day of <u>February</u> , 20 <u>06</u>
	Notary Public

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RECORDED: 03/06/2006

PATENT REEL: 017647 FRAME: 0646