

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Yang Tao	02/19/2002
Joel Walker	02/19/2002
RECEIVING PARTY DATA	
Name:	Board of Trustees of the University of Arkansas, N.A.
Street Address:	2404 North University Avenue
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72207-3608
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6396938
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Robert R. Keegan
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Address Line 4:	Fayetteville, ARKANSAS 72701
ATTORNEY DOCKET NUMBER:	014371
NAME OF SUBMITTER:	Robert R. Keegan

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Total Attachments: 5  
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source=DECLARATION OF HAROLD EVANS#page1.tif  
source=DECLARATION OF HAROLD EVANS#page2.tif

**ASSIGNMENT**

WHEREAS, Yang Tao, of One Charen Court, Potomac, Maryland 20854, a citizen of the Republic of China, and Joel Walker, of 2980 Rockford Drive, Columbus, Ohio 43221, a citizen of the United States (hereinafter called ASSIGNORS);

WHEREAS, the ASSIGNORS have invented certain new and useful improvements in an **AUTOMATIC FEATHER SEXING OF POULTRY CHICKS USING ULTRAVIOLET IMAGING**, Serial No. 09/258,725, filed 02/26/1999, patent counsel internal File No. ARK00797856B;

WHEREAS, ASSIGNORS, the said inventors, are now the exclusive owners of said application, the invention described and claimed therein, and all rights in, to and under the same; and

WHEREAS, the Board of Trustees of the University of Arkansas, N.A., a public institution of higher education existing under the laws and Constitution of the State of Arkansas, with offices at 2404 North University Avenue, Little Rock, Arkansas 72207-3608 (hereinafter referred to as ASSIGNEE), is desirous of acquiring ASSIGNORS' undivided 100 percent interest in the entire right, title, and interest in and to the aforementioned application, invention, and in, to, and under any and all Letters Patent of the United States and in any and all foreign countries thereof;

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred, and set over and do hereby sell, assign, transfer, and set over to the said ASSIGNEE, its successors, legal representatives, and

assigns, ASSIGNORS' 100 percent undivided interest in the entire right, title and interest in and to the said invention and application, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all reissues or certificates of reexamination of said Letters Patent, including the right of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories and foreign countries are or may be granted, reissued, or reexamined as fully and entirely as same would have been held and enjoyed by ASSIGNORS, if this assignment and sale had not been made.

AND, ASSIGNORS hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States on said invention, or resulting from said application, and from any and all divisions and continuations, reissues or reexaminations thereof to the ASSIGNEE, of the entire interest, and hereby covenant that they have full right to convey the interest herein assigned, and that they have not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNORS further hereby covenant and agree that they will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file

any divisional or continuation application, or to secure a reissue or certificate of reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for reissue or request for reexamination and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNORS do further covenant and agree, that they will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such facts relating to said invention and Letters Patent or the history thereof, as may be known to them, and testify as to the same in any interference or other litigation, when requested to do so.

Serial No.: 09/258,725

Filing Date: 02/26/1999

IN WITNESS WHEREOF, We have hereunto set our hands.

Date: \_\_\_\_\_

Date: Feb. 19, 2002

\_\_\_\_\_  
Yang Tao

Joel Walker  
Joel Walker

IN THE UNITED STATE PATENT AND TRADEMARK OFFICE

Applicant: Tao, et al. Examiner: Unassigned  
Serial No.: 09/258,725 Group Art Unit: Unassigned  
Filed: February 26, 1999 Docket No.:  
Title: *Methods and Techniques for Automatic Chick Sex Separation*

**DECLARATION OF HAROLD JAMES EVANS, Regarding Assignment  
of U.S. Patent Application, filed February 26, 1999, Ser. No. 09/258725**

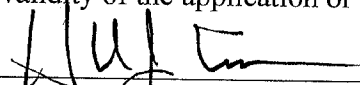
I, Harold James Evans, hereby declare as follows:

1. This declaration is submitted as an attachment to a partially unsigned assignment for establishing the legal obligation and duty of co-inventor, Dr. Yang Tao, to join in executing and signing an assignment, which he has repeatedly refused to do.
2. I was the Associate Vice President for Legal Affairs-Research & Technology at the University of Arkansas System from November, 1985 to January 3, 2003. During my tenure in that position, part of my responsibility was to interpret Board Policy 210.1, University of Arkansas Patent and Copyright Policy ("Patent Policy").
3. The Patent Policy was revised in 1986 and revised again in 2001. The policy in effect on the filing date of the above-referenced patent application was the Patent Policy that had been revised in 1986 ("86 Policy").
4. The '86 Policy states the following regarding an inventor's obligation of assignment:

All persons to whom this policy is applicable shall, upon request, assign all inventions and patents to the University, except those which might be owned by third parties pursuant to Sponsored Research agreements and those which might result from independent work or permissible consulting activities without use of facilities owned, operated, or controlled by the University. If the University does not furnish notice of intent to obtain assignment of an Invention or patent within 180 days after disclosure to the University, the rights to the Invention or patent remain in the inventor. Furthermore, if the University chooses to protect an Invention, but takes no steps to develop the Invention commercially or dedicate it to the public, the Inventor may request that the University transfer or waive its rights subject to the retention by the University of a nontransferable royalty-free license.

5. I have reviewed Invention Disclosure No. 97-19 ("ID 91-19") in which Dr. Yang Tao is a co-inventor of the invention described therein. It is my opinion based upon such review that none of the exceptions to the obligation of assignment apply. Dr. Tao was an employee of the University of Arkansas, Fayetteville at the time of disclosure of the invention to the University and therefore was a person to whom the '86 Policy applied. The invention was not the result of Sponsored Research (as defined by the policy), independent work, or consulting activities. Dr. Tao and his co-inventors executed assignments of the invention described in the two provisional patent applications filed on ID 91-19, thus waiving any 180 day notice requirement to the extent that such notice may have not been given. The University is presently engaged in negotiations regarding the commercialization of the invention described in the nonprovisional patent application filed on ID 91-19 (U.S. Serial No. 09/258,7250), therefore having taken steps to develop the invention commercially. Based upon these factors, it is my opinion that Dr. Tao is obligated under the '86 Policy to assign his rights in the invention described in the nonprovisional patent application to the University.

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

  
HAROLD J. EVANS

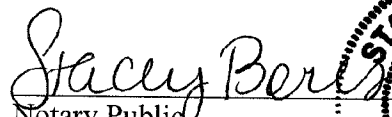
Dated: May 4, 2006

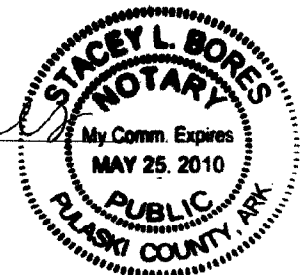
**ACKNOWLEDGMENT**

STATE OF ARKANSAS     )  
  )ss  
COUNTY OF PULASKI    )

On this the 4<sup>th</sup> day of May, 2006, before me, a Notary Public, personally appeared Harold J. Evans, an individual, who executed the foregoing instrument for the purposes therein contained, by signing his name thereto.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public



My Commission Expires:  
May 25, 2010