

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Delaware	11/30/2005
RECEIVING PARTY DATA	
Name:	UD Technology Corporation
Street Address:	15 Innovation Way, Suite 103
City:	Newark
State/Country:	DELAWARE
Postal Code:	19711
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5599625
CORRESPONDENCE DATA	
Fax Number:	(302)984-6399
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3029846343
Email:	rsipple@mccarter.com
Correspondent Name:	McCarter & English, LLP
Address Line 1:	405 N. King Street, 8th Floor
Address Line 4:	Wilmington, DELAWARE 19801
ATTORNEY DOCKET NUMBER:	UDTC
NAME OF SUBMITTER:	Basil S. Krikelis
Total Attachments: 4 source=UDTC Assignment#page1.tif source=UDTC Assignment#page2.tif source=UDTC Assignment#page3.tif source=UDTC Assignment#page4.tif	

CH \$40.00 5599625

ASSIGNMENT OF RIGHTS AGREEMENT

THIS ASSIGNMENT OF RIGHTS AGREEMENT ("Assignment of Rights"), is executed as of the 30th day of November, 2005 by and between The University of Delaware, a non-profit corporation of the State of Delaware (the "University") and UD Technology Corporation, a non-profit corporation of the State of Delaware (the "Corporation").

WITNESSETH:

WHEREAS, the University entered into an agreement dated April 1, 1990 with Research Corporation Technologies, Inc. ("RCT") regarding the disclosure, evaluation and commercialization of certain inventions (the "DECA"), pursuant to which certain technology and inventions were disclosed to RCT for evaluation to determine the potential for commercialization; and

WHEREAS, following RCT's evaluation of certain technology disclosed by or through the University pursuant to the DECA relating to chromatographic separations technologies (the "Technology"), the University, together with the inventors of the Technology, caused the Technology to be assigned to RCT pursuant to a Deed of Assignment recorded in the U.S. Patent and Trademark Office on July 15, 1993 at Reel: 6938; Frames: 007, 008, 009, and 010 (the "RCT Assignment"); and

WHEREAS, pursuant to the terms of the DECA, RCT took certain steps to commercialize the Technology, including without limitation, the filing of US Patent Application Serial Number 07/900,215 which eventually issued as US Patent Number 5,599,625 entitled, "Products Having Multiple-Substituted Polysiloxane Monolayer" (the "Patent"); and

WHEREAS, pursuant to the terms of the DECA, and in light of the RCT Assignment, RCT undertook certain obligations to the University with regard to the Patent, including, among other things, the obligation to pay the University a percentage of any income earned by RCT in connection with commercialization of the Technology, including without limitation the licensing of the Patent (the "Royalty Obligation"); and

WHEREAS, on July 24, 2001, RCT transferred and assigned all right, title and interest in and to the Patent to the University pursuant to a Deed of Assignment recorded in the U.S. Patent and Trademark Office on September 4, 2001 at Reel: 012124; Frame: 0469 (the "UD Assignment"); and

WHEREAS, on May 27, 2004, the University transferred and assigned all right, title and interest in and to the Patent to the Corporation (the "Corporation Assignment"); and

WHEREAS, the University and the Corporation each desire that the Corporation shall possess, without limitation, the exclusive right to any and all benefits accruing to the University pursuant to the DECA including but not limited to any and all rights, past, present or future, arising from or relating to the Patent, the Technology and the Royalty Obligation.

Error! Unknown document property name.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the University and the Corporation hereby agree as follows:

1. Assignment of University's Rights and Obligations under the DECA.

1.1 The University hereby assigns to the Corporation any and all of its rights arising under the DECA, including without limitation the rights to receive any and all past, present and/or future payments from RCT including, but not limited to the Royalty Obligations, as well as any and all past, present and/or future claims, demands, causes of action, of every name and nature, known or unknown, in law and in equity, arising out of, which may have existed, and/or which could have been asserted or in any way connected with the commercialization of the Technology by RCT under the DECA, including without limitation any and all past, present and/or future third party beneficiary rights held by the University.

1.2 The Corporation hereby undertakes, assumes and agrees to perform, pay or discharge all obligations of the University arising from or related to the DECA.

2. Assignment of University's Rights to the Technology.

2.1 The University hereby assigns, transfers, and conveys to the Corporation all of the University's past, present and future right, title and interest in and to the Technology not otherwise assigned and conveyed to the corporation pursuant to the Corporation Assignment.

2.2 The Corporation hereby undertakes, assumes and agrees to perform, pay or discharge all obligations of the University arising from the Technology.

3. No Amendment to Corporation Assignment. Except as specifically set forth herein, nothing in this Assignment of Rights shall change any of the terms of the Corporation Assignment, and to this end, the University shall retain a royalty free, nonexclusive license to practice the Patent for educational and research purposes as set forth in the Corporation Assignment.

4. Miscellaneous.

4.1 Entire Agreement. This Assignment of Rights, together with the Corporation Assignment, represents the entire agreement between the Corporation and the University with respect to the subject matter hereof and supercedes all other agreements or discussions between the parties whether in writing or oral, including any warranties, express or implied provided by the parties. No amendment or modification shall have any effect unless reduced to writing and signed by all parties thereto.

4.2 Governing Law. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Delaware without reference to its principles regarding the conflict of laws.

4.3 Binding Upon Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Assignment as of the date first set forth above.

THE UNIVERSITY OF DELAWARE

UD TECHNOLOGY CORPORATION

By: *Richard D. Holsten*

By: *Carolyn Thoroughgood*

Name/Title: RICHARD D. HOLSTEN
ASSOCIATE PROFESSOR FOR RESEARCH

Name/Title: Carolyn Thoroughgood, President

ASSIGNMENT

This Assignment is effective this twenty seventh day of May, 2004 by and between the University of Delaware (University), a non-profit corporation of the State of Delaware and UD Technology Corporation (Corporation), a non-profit corporation of the State of Delaware.

WITNESSETH

WHEREAS, the University of Delaware is the owner of US Patent No. 5,599,625 (UD92-04) titled, "Products Having Multiple-Substituted Polysiloxane Monolayer" (Patent);

WHEREAS, Corporation is desirous of securing all rights, titles and privileges granted under the Patent Application;

NOW, THEREFORE, the parties agree as follows:

1. University hereby assigns, transfers, and conveys all of its right, title and interest in and to the Patent.
2. Corporation hereby undertakes, assumes and agrees to perform, pay or discharge all obligations of University accruing from and after the date hereof in respect of the Patent referenced in paragraph 1 above.
3. This agreement shall inure to the benefit of and be binding upon Corporation and its respective successors and assigns.
4. University retains a royalty free, nonexclusive license to practice the Patent for educational and research purposes.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date indicated below.

University of Delaware
By: Richard D. Holsten
Richard D. Holsten

UD Technology Corporation
By: T W Fraser Russell
T W Fraser Russell

Title: Associate Provost for Research

Title: President

Date: 5/27/04

Date: 5/28/04