Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment Contracts

CONVEYING PARTY DATA

Name	Execution Date
Robert O. Stuart	07/01/1999
William Wachsman	04/29/1982
Jessica Wang-Rodriguez	02/11/1994
David Tarin	07/16/1997
Charles C. Berry	08/01/2005
Karen Arden	08/30/1991
Linda Wasserman	07/31/1992
Steven Goodison	07/26/2001
Igor Klacansky	03/27/2000

RECEIVING PARTY DATA

Name:	Regents of the University of California, The
Street Address:	1111 Franklin St. 12th Floor
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94607-5200

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11033056

CORRESPONDENCE DATA

Fax Number: (877)769-7945

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (858) 678-4327
Email: kzf@fr.com
Correspondent Name: Bing Ai

Address Line 1: FISH & RICHARDSON P.C.

Address Line 2: P.O.BOX 1022

PATENT REEL: 019931 FRAME: 0463

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Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	15670-073001	
NAME OF SUBMITTER:	Kelly M. Smith	
Total Attachments: 14 source=EmploymentContracts#page1.tif source=EmploymentContracts#page2.tif source=EmploymentContracts#page3.tif source=EmploymentContracts#page4.tif source=EmploymentContracts#page5.tif source=EmploymentContracts#page6.tif source=EmploymentContracts#page7.tif source=EmploymentContracts#page8.tif source=EmploymentContracts#page9.tif source=EmploymentContracts#page10.tif source=EmploymentContracts#page11.tif source=EmploymentContracts#page12.tif source=EmploymentContracts#page13.tif source=EmploymentContracts#page13.tif source=EmploymentContracts#page14.tif		

Attorney's Docket No.: 15670-073001 / SD2004-127

Applicant: Robert O. Stuart, et al.

Serial No.: 11/033,056

Filed: January 10, 2005

Art Unit: 1645

Examiner: Unknown

Conf. No.: 1575

Title : CELL-TYPE-SPECIFIC PATTERNS OF GENE EXPRESSION

Inventor Name	Document	
Robert O. Stuart	University of California State Oath of Allegiance, Patent Policy,	
·	and Patent Acknowledgement executed July 1, 1999 (1 page)	
Wiliam Wachsman	University of California State Oath of Allegiance and Patent	
	Agreement executed April 29, 1982 (2 pages)	
Jessica Wang-Rodriquez	University of California State Oath of Allegiance and Patent	
	Agreement executed February 11, 1994 (2 pages)	
David Tarin	University of California Patent Agreement executed July 16, 1997	
	(1 page)	
Charles C. Berry	University of California State Oath of Allegiance, Patent Policy,	
	and Patent Acknowledgement executed August 1, 2005 (1 page)	
Karen Argen	University of California State Oath of Allegiance and Patent	
_	Agreement executed August 30, 1991 (2 pages)	
Linda Wasserman	University of California State Oath of Allegiance and Patent	
	Agreement executed July 31, 1992 (2 pages)	
Steve Goodison	University of California Patent Acknowledgement executed July	
	26, 2001 (1 page)	
Igor Klacansky	University of California State Oath of Allegiance, Patent Policy,	
	and Patent Acknowledgement executed March 27, 2000(1 page)	

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UNIVERSITY OF CALIFORNIA STATE OATH OF ALLEGIANCE, PATENT POLICY, AND PATENT ACKNOWLEDGMENT UPAY585 (R11/97) E0420 71443-180

EMPLOYEE'S NAME (Last, First, Middle Initial)	DATE PREPARED
Sauce Proses	MO DY AR
EMPLOYEE ID TOEPARTMENT	EMPLOYMENT DATE
1 .	MO DY YR
MEDICINE	70199

STATE OATH OF ALLEGIANCE I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Taken and subscribed before me on:	7	/	99
Signature of	MO	100 A	YR
Authorized Official:	Use	MA	M
Title: Cadenic torso	nnel a	S_{Ω}	Cochet

Signature of
Officer or Employee: 1 State
(DO NOT Sign Until in The Presence of Proper Witness.)

NOTE: No fee may be charged for administering this oath.

County: State: C. A. State: C. A. Oath must be administered by either (1) a person having general authority by law to administer oaths - for example Notaries Public, Civil Executive Officers (Section 1001 of Government Code), Judiciai Officers, Justices of the Peace, and county officials named in Sections 24000, 24057 of Government Code: such as, district attorneys, sheriffs, county clerks, members of boards of supervisors, etc., or (2) by any University Officer or employee who has been authorized in writing by The Regents to administer such oaths

WHO MUST SIGN THE OATH: All persons (other than aliens) employed by the University, in common with all other California public employees, whether with or without compensation, must sign the oath. (Calif. Constitution, Article XX, Section 2, Calif. Government Codes, Sections 3100-3102.)

All persons re-employed by the University after a termination of service must sign a new Oath if the date of re-employment is more than one year after the date on which the previous Oath was signed (Calif.Government Code, Section 3102)

WHEN OATH MUST BE SIGNED: The Oath must be signed BEFORE the individual enters upon the duties of employment (Calif. Constitution, Article XX, Section 3: Calif. Government Code Section 3102.)

WHERE OATHS ARE FILED: The Oaths of all employees of the University shall be filed with the Campus Accounting Office.

FAILURE TO SIGN OATH: No compensation for service performed prior to his subscribing to the Oath or affirmation may be paid to a University employee. And no reimbursement for expenses incurred may be paid prior to his subscribing to the Oath or affirmation. (Calif. Government Code, section 3107.)

PENALTIES: "Every person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as true any material which he knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 14 years." (Calif. Government Code, Section 3108.)

PATENT ACKNOWLEDGMENT

This acknowledgment is made by me to The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

By execution of this acknowledgment, I understand that I am not waiving any rights to a percentage of royalty payments received by University, as set forth in the University of California Patent Policy, hereinafter called "Policy."

I also understand and acknowledge that the University has the right to change the Policy from time to time, including the percentage of net royalties paid to inventors, and that the policy in effect at the time an invention is disclosed shall govern the University's disposition of royalties, if any, from that invention. Further, I acknowledge that the percentage of net royalties paid to inventors is derived only from consideration in the form of money or equity received under: 1) a license or bailment agreement for licensed rights, or 2) an option or letter agreement leading to a license or bailment agreement, also acknowledge that the percentage of net royalties paid to inventors is not derived from research funds or from any other consideration of any kind received by the University. The Policy on Accepting Equity When Licensing University Technology governs the treatment of equity received in consideration for a license.

I acknowledge my obligation to assign inventions and patents that I conceive or develop while employed by University or during the course of my utilization of any University research facilities or any connection with my use of gift, grant, or contract research funds received through the University. I further acknowledge my obligation to promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the Office of Technology Transfer or authorized licensing office. Such Inventions shall be examined by University to determine rights and equities

therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.

In the event any such invention shall be deemed by University to be patentable or protectable by an analogous property right, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent or analogous protection thereon. I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title, and interest therein and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by California Labor Code section 2870, to which notice is given below. In the event I protest the University's determination regarding any rights or interest in an invention, I acknowledge my obligation: (a) to proceed with any University requested assignment or assistance; (b) to give University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

I acknowledge that I am bound to do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

University may relinquish to me all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

I acknowledge that I am bound during any periods of employment by University or for any period during which I conceive or develop any invention during the course of my utilization of any University research facilities, or any gift, grant, or contract research funds received through the University.

In signing this agreement I understand that the law, of which notification is given below, applies to me, and that I am still required to disclose all my inventions to the University.

NOTICE: This acknowledgment does not apply to an invention which qualifies under the provision of Labor Code section 2870 of the State of California which provides that (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions

RETENTION: Accounting: 5 years after separation, except in cases of disability, retirement or disciplinary action, in which cases retain until age 70.

Other Copies: 0-5 years after separation.

Employee	/Guest	Name	(Please	print):
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Employee/Guest Signature:

Witness Signature(_

Date: 7/16

PLEASE SIGN STATE OATH AND PATENT ACKNOWLEDGMENT -- ATTACH TO PAF, UPAY560.

PATENT

JULY 13 1982



UNIVERSITY OF CALIFORNIA STATE DATH of ALLEGIANCE

PATENT AGREEMENT

UPAY 555 H/66)

EMPLOYEE'S NAME (Last, First, middle using)	DATE PREPARED .			
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DEPARTMENT	EMPLO	YMEN	DATE	
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STATE OATH OF ALLEGIANCE

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will beer true fairs and dilegiance to the Constitution of the United States and the Constitution of the United States and the Constitution of the State of California; that I take this obligation tripley, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I wan about to enter.

Taken and automated before me this

29th day of	April	10 82
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WHO MEET BICK THE DATH. All passons taken than alams) on-ployed by the Sheversky, so common with all other Carlbrace public amployers, who her with se instinue commission, must sen the Dath (Cast). Co-shription, Article XX, Societ. 2. Cast. Government Cades, Sections 3100-3107 |

All person, its employed by the University after a termination of services thust sign a new Oath if the date of its employment is more than one you after the date on which the presence Oath ness signed ICalif Govil Lude, Suction 3102)

WHEN MUST CATH BE SIGNED. The Costs must be septed BEFORE the individual enters upon the duties at employment (Cost Constitu-info, Article K.K., Section 3. Cost Government Cude Section 3102.)

MINIERS CLATHE ARE FILED; The Count of all environme of the University shall be fried with the Compute Accounting Office.

MOTE: No lot may be charged for administring this each.

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PAILURE TO SICH DATH. his component on terrors performed prior to his subscribing by the Dath or alternative may be tred to a University products. And no combourpears for expenses incomed may mese proc to he subscribing to the Oath or affirmation grantely Code, Section 3107.)

PENALTIES" "Early person who while laking and subscribing to the afternation reduced by the charles states in that any makeral place he knows to be later, is quilto all perjury and it manaheter by angli-departed in the state spitus mul less than one or more than 14 years. "(Calif. Government Cude, Society 3108)

UNIVERSITY POLICY REGARDING PATENTS

The Regions of the University of California, in administering intellectual property rights for the guidec benefit, desire to becoming and elect assertions of the faculate, employeds, and others associated with the University in the unit of the patent system such research to their discoveries and interespect in a manner that is deputable to all served instituted. The Regions recognize the mend for and deputablely of encouraging the triand electron or the results of University research not marging witholders but in practical against for the general public beheld and a knowledge the importance of the patent by stem in temping interespects in the interest of the patent by stem in temping interespects.

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reporter resources of prescious expensions.

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STATEMENT OF POLICY

All matters relating to patients in which the University of California it in any may concerned shall be assumptivite by an agency begon as the University of California Sound of Possets

as the University of California Stant of Patents 2: a The Stand of Patents that he appointed in The Regions Is and have full beauty of originating southers as the provision that is shall may at track a view The manners that several terms and acceptance to the provision that is shall may at track under a view. The manners that were extended on the product of The Region to, The stands term of appointment shall be for this years are provided from a track to the facilities and the abundance providing stricted from any the facilities and the abundance of the University, and of such other groups as the Region was described that the number of Committee of the Region was determined to the Patents of the Academic Single that states from the Seneta of large and present as street as described to the Region of the Patents and Patent Administration. That the supervise that the supervised to the Seneta of the supervised to the the supervise the recommendation." The Moved by the Regards upon the recommendation Projections of the University.

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(POLICY IS CONTINUED...Please sign Patent Agreement on reverse side) ATTACH TO PERSONNEL ACTION FORM (UPAY 560)

(cour.)

PATENT

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UNIVERSITY POLICY REGARDING PATENTS, continued ...

The Regents in an invention, and to negotiate agreements with cooper-

ating organizations, if any, with respect to such rights or equities, of in the absence of overriding obligations to buside sponsors of research, to release patent rights to the inventor in those circumstances, it) where The Regents elect not to file a patent application and the inversion is prepared to do so, and where no further research or develop-ment to develop that invention will be conducted involving University support or fall their invention will be consucted inventing university support or fall where the equity of the intustion clearly indicates such re-

lease should be given.

8. Yo negotiate tizenses and related soreaments with other parties concerning pasent and related property rights held by The Regents.

f. To arrange for and direct the collection of royalties and fees and

the distribution thereof to those entitled thereto.

9. To assist University officers in negotiating agreements with cooperating organizations concerning prospective rights to patentable inventions or discoveries made as a fasult of research carried out under grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and to negotiate institutional feature agreements or other agreements with Federal against regarding the disputction of patent rights.

To recommend to the President appropriate exemptions from the agreement to assign inventions and patents to The Regents acrequired by paragraph 4 of this policy.

To Trake such reports and recommendations to The Regents as

The Regents or the Provident shall direct

4. An agreement to assign inventions and patents to The Regents, according to the second of the seco of University facilities, shall be mandatory for all eniployees, for persons hat employed by the University but who use University research fectivities, and for those who receive grant or contract funds through the University versity. Examplions from such agreements to assign may be authorized in those circumstances where the mission of the University is bester served by such action, provided that awerliding ubligations to other Destine are thei and fuch exemplians are not inconsistant with other " University policies.

 Those individuals who have so agreed to essign inventions and patents shall promptly report and fully disclose the conception and/or reduction to practice of governielly patentable inventions to the Patent requestion to practice or potentially patentially inventions to the Patent Administrator. They shall execute such declarations, assignments, or other documents is may be increasing in the course of invention evaluation, patent prosecution, or protection of patent rights, to assure that title in such inventions shall be held by The Regents or by such other matches a manufacture and the first part of the second of the se parties to may be appropriate under the circumstances. Such circumstances would include, but not be limited to, those tituations where there are overriging patent obligations of The Repents arising from grants, contracts or other agreements of the regents grantsations, grants, contracts or other agreements with outside progenizations, Releases of patent rights may be authorized by the Board of Patents where the equities so indicate.

8. Subject to restrictions arising from overriding obligations of The Regants pursuant to grants, contracts, or other agreements with outside organizations. The Regents agree, for and in consideration of said as signment of patent rights, to pay annually to the named inventor(s), the inventoris) heirs, successors, or assign 50 percent of the net royalises and fees received by The Regents Net royalises are defined as gross royalises and fees, less 15 percent thereof for administrative costs, and lets the costs of patenting, protecting and (vecerving outent right), main taining patents, the licensing of putent and referred property rights, and such other costs, taxes, or reimbursements as may be necessary to re quired by law. Where there ere two or inure inventors, each inventor wantors previously have agreed in writing to a differing distribution of tuch share. Distribution of the inventor's their shall be made annually in February from the amount received during the produtimets calendar year. In the event of any litigation is tool to imminishing it she uther action to protect patent rights, The Magents may withhold distribution and impound rayatries usual resulution of the insaffer

3. In the disposition of any net income account to the Augents from patents, first consideration shall be given to the support of replace

Revised effective April 1 1980

PATENT AGREEMENT

(Please read Patent Policy on reverse side and above.)

This agreement is much by me with The Regence of the University of California, a corporation, hereinafter called "Entiwes-Ly of my employment, and of wages and/or salary to be paid to me during any period of my employment tre University, and or my attitudable of University research facilities.

By execution of this agreement I understand that filem aptiving any rights to a perceeting of royalty parintels (remissly to similarly) as the forth in University Policy Regarding Patents, have noticed ("Policy").

I egree that svery postibly patentable device, process, brent or product, hereingiter referred to as "invention", which is conserve or reverby while employed by University, or during the course of my utilization of any University research facilities, shall be evarious by University in determine rights and equities therein in excordance with the Police, and I shall promptly furnish. University with counsely information with

In the event any such investion that the seemed by University to be patentable, and University desires, that can be determination by University as to its rights and equities, therein, to seek pasent protection ingred. I shall advocate any documents and do all prints necessary, at University is expense, to assign to University all rights, title and interest therein and in assist University in econographics protection therein. The same of this provision is limited by California Labor Code section 2870, to which holders given below. In the event is deciral the university's determination. regarding any rights or interast in an invention, I agree (4) to proceed with any University requested assignment or assistance. (b) to give University and ice of the process to later than the execution date of any of the source described occuments or assignment, and ici to reimburse University for all expenses and costs it encounters in its patent ancligation attempts of any such protest is subsequently statement or egre-it to

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Oncertify may reinforce the efforce part of its right in any own invention of the couperent, the colories set forth in the Policy have been mer

I agree to be bound hereunder for and during and twindle of employment by Urinorists or fur any period during which I conceive or develop y invention during the course of my utilization of any University rewarch facilities

in signing this agreement is understand that the law of which notification is given twice, explices to the their strit required to disclosing all my inwentions to the University

NOTICE This agreement does not apply to an invention which adelities fully under the provisions of Letter Code section 7870 of the State of California which provides that Any privition in an amplyment agreement white provides that an employee shall assign or other to

In any suit or action arising under this law the be

Employee/Guest Name Milliam Bac Marie (h) willow Signature Flags Chaye man 4129182 4/29/82 Employee/Guest Signature (Plaase complete withholding Certificate and State Date and 1

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ATTACH TO PERSONNEL ACTION FORM IUPAY 5601

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UNIVERSITY OF CALIFORNIA STATE OATH of ALLEGIANCE and PATENT AGREEMENT

UPAY 585 (R5/91)

EMPLOYEE'S NAME (Last, first, middle initial)	DATE PREPARED '
WANG, Tessica	6.8 N 9H
DEPARTMENT	EMPLOYMENT DATE
Pathology	R8 181 94

STATE OATH OF ALLEGIANCE

I do sciemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

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Signature of Authorized Officia	
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County	State

Oath must be administered by either (1) a person having general authority by law to administer oaths—for example: Notaries Public, Civil Exacutive Officers (Section 1001 of Government Code), Judicial Officers, Judicial Officers, Judicial Officers, Judicial Officers, and county officials named in Sections 24000, 24057 of Government Code; auch as, district attorneys, shariffe, county clorics, members of boards of supervisors, etc., or (2) by any University Officer or employee who has been authorized in writing by The Regents to administer such oaths.

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PENALTIES: "Every person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as this any material which he knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 14 years." (Calif. Government Code, Section 3108.)

UNIVERSITY OF CALIFORNIA PATENT POLICY

I. PREAMBLE

It is the intent of the President of the University of California, in administering intellectual property rights for the public benefit, to encourage and assist members of the faculty staff, and others associated with the University in the use of the patient system with respect to their discoveries and inventions in a manner that is equitable to all parties involved.

The University recognizes the need for and desirability of encouraging the broad utilization of the results of University research, not only by scholars but also in practical application for the general public benefit, and acknowledges the importance of the palam system in bringing innovative research findings to practical application.

Within the University, innovative research findings often give rise to patentable inventions as furnitious by-products, even though the research was conducted for the primary purpose of gaining new knowledge.

To encourage the practical application of University research for the broad public benefit, to appraise and determine relative rights and equitate of all parties concerned, to facilitate patent applications, licensing, aquitable distribution of royalites, if any, to assist in obtaining funds for research, to provide for the use of invention-related income for the further support of research and education, and to provide a uniform procedure in patent matters when the University has a right or equity, the following University of California Patent Policy is adopted.

II. STATEMENT OF POLICY

- A. An agreement to assign inventions and patents to the University, except those resulting from permissible consulting activities without use of University facilities, ahali be mandatory for all employees, for persons not employed by the University but who use University research lacities, and for floss who receive gift, grant, or contract funds through the University Examptions from such agreements to assign may be authorized in those circumstances when the mission of the University is better served by such action, provided that overriding obligations to other parties are not inconsistent with other University policies.
- B. Those individuals who have so agreed to assign inventions and patents shall promptly report and fully disclose the conception and/or reduction to practice of potentially patentiable inventions to the Director of the Office of Technology Trensfer. They shall respect to the declarations, exaignments, or other documents are new to necessary in the course of invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such inventions shall be tield by the University or by such other parties designated by the University as may be appropriate under the circumstances. Such circumstances would include, but not be finited to, those situations when there are overriding patent obligations of the

University arising from gifts, grants, contracts, or other agreements with outside organizations.

In the absence of overriding obligations to outside sponsors of research, the University may release patent rights to the inventor in those circumstances when: (1) the University elects not to file a patent application and the inventor is prepared to do so, or

(2) the equity of the situation clearly indicates such release should be given, provided in either case that no further research or development to develop that invantion will be conducted involving University support or facilities, and provided further that a shop right is granted to the University.

C. Subject to restrictions arising from overriding obligations of the University pursuant to gifts, grame, contracts, or other agreements with outside organizations, the University agrees, for and in consideration of said assignment of patent rights, to pay annually to the named inventor(s), or to the inventor(s) here, successors, or assigns, 50% of the liret \$100,000 of cumulative net royalties and fees per invention received by the University, 35% of the next \$400,000 of cumulative net royalties and fees per invention received by the University, and 20% of all additional cumulative

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UNIVERSITY PATENT POLICY, continued . . .

net royalties and fees per invention received by the University. Net royalties are defined as gross rayalties and lees, less 15% thereof for administrative costs, and less the costs of patenting, protecting, and preserving patent rights, maintaining petents, the licensing of patent and related property rights, and such other costs, taxes or reimbursements as may be necessary or required by law.

When there are two or more inventors, each inventor shall share equally in the inventor's share of royalties, unless all inventors previously have agreed in writing to

a different distribution of such share.

Distribution of the inventor's share shall be made annually in Fabruary from the amount received during the penultimate calendar year. In the event of any lingation, actual or imminont, or any other action to protect patent rights, the University may withhold distribution and impound royalties until resolution of the matter.

D. In the disposition of any net income accruing to the University from patents, first consideration shall be given to the support of research.

III. PATENT RESPONSIBILITIES AND ADMINISTRATION

- A Pursuant to Standing Order 100.4(gg), the Prosident has responsibility for all matters relating to patents in which the University of California is in any way concorned.
- The President is advised on such matters by the Intellectual Property Advisory Council (IPAC), which is chaired by the Senior Vice President—Academic Affaira. The membership of IPAC includes representatives from campuses, Agriculture and Natural Resources, the Department of Energy Laboratories, and the Director of the Office of Technology Transfer. IPAC is responsible for:
 - reviewing and proposing University policy on intellectual property matters brokuding patents, copyrights, trademarks, and tengible research products:

2. reviewing proposed exceptions to established policies; and

 advising the President on related matters as requested. C. The Senior Vice President - Administration is responsible for implementation of this

Policy, including the following:

1. Evaluating inventions and discoveries for patentability, as well as scientific, merit and practical application, and requesting the filling and prosecution of patent applications.

- 2. Evaluating the patent or analogous properly rights or equities held by the University in an invention; and negotiating agreements with cooperating organizations, if any, with respect to each rights or equities.
- 3. Negotiating licenses and license option agreements with other parties concerning patent and/or analogous property rights held by the University.
- Directing and arranging for the collection and appropriate distribution of royalities and leas.
- 5. Assisting University officers in negotiating agreements with cooperating organizations concerning prospective rights to patentable inventions or discoveries made as a result of research carried out under grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and negotiating with Federal agencies regarding the disposition of patent rights.
- Recommending to the President appropriate action on exemptions from the agreement to assign inventions and patents to the University as required by Section II. A., above.

Revised April 15, 1990

PATENT AGREEMENT

(Please read Patent Policy on reverse side and above.)

This agreement is made by me with The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

By execution of this agreement I understand that I em not waiving any rights to a percentage of royalty payments received by University, as set forth in University Patient Policy, hereinafter called "Policy." I also understand and agree that the University has the right to change the Policy at any time, including the percentage of net royalty payments paid to me.

I agree that every possibly patentable device, process, plant, or product, hereinafter referred to as "Invention," which I conceive or develop while employed by University, or during the course of my utilization of any University research facilities or any connection with my use of gift, grant, or contract research funds received through the University, shall be examined by University to determine rights and equities therein in accordance with the Policy, and I shall promptly furnish University with complete information with respect to each

In the event any such invention shall be deemed by University to be patentable, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title and interest therein and to assist University in securing petent protection thereon. The scope of this provision is ilmited by California Labor Code section 2870, to which notice is given below. In the event i protest the University's determination regarding any rights or interest in an invention, Lagree: (a) to proceed with any University requested assignment or essistance; (b) to give University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

I shall do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

University may retinquish to me all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

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In signify this agreement I understand that the law, of which notification is given below, applies to me, that I am still required to disclose all my inventions to the University.

NOTICE

This agreement does not apply to an invention which qualifies under the provisions of Labor Code section 2870 of the State of California which provides that (a) Any provisions in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an Invention to his or her employer shall not apply to an invention that the employer developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the Invention to the employer's business, or actual or demonstrably anticipated research or development of the employer. (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is

In any suff or action existing under this law the burden of proof shall be on the individual claiming the benefits of its provisions

My F. (Sley cono: 2/11 Employee/Guest Name ANG-ROPRIGUEZONO: Employee/Quest Signature: .. (Please complete withholding certificate and State Oath, also.)

AETN: ACCOUNTING -5 yrs. after separation, except in cases of disability, retirement or disciplinary action, in which cases retain until age 70.

ATTACH TO PERSONNEL ACTION FORM (UPAY 660)

Form UPAY 585 (R5/91)

Other Copies: 0-5 years after separation.

University of California TARIN, JAVID 823161

7-30-57 **UNIVERSITY PATENT POLICY, continued...**

610-98-6955

net royalties and fees per invention received by the University. Net royalties are defined as gross royalties and fees, less 15% thereof for administrative costs, and less the costs of patenting, protecting, and preserving patent rights, maintaining patents, the licensing of patent and related property rights, and such other costs, taxes or reimbursements as may be necessary or required by law.

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reviewing and proposing University policy on intellectual property matters including patents, copyrights, trademarks, and tangible research products;
 reviewing proposed exceptions to established policies; and
 advising the Proceduration products.

advising the President on related matters as requested.

C. The Senior Vice President - Administration is responsible for implementation of this Policy, including the following:

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- and fees.
- 5. Assisting University officers in negotiating agreements with cooperating Assisting University Officers in agreement agreement of the organizations concerning prospective rights to patentable inventions or discoveries made as a result of research carried out under grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and negotiating with Federal agencies regarding the disposition of
- 6. Recommending to the President appropriate action on exemptions from the agreement to assign inventions and patents to the University as required by Section II. A., above.

Revised April 16, 1990

PATENT AGREEMENT

(Please read Patent Policy on reverse side and above.)

This agreement is made by me with The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

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In the event any such invention shall be deemed by University to be patentable, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title and interest therein and to assist University in securing patent protection thereon. The scope of this provision is limited by California Labor Code section 2870, to which notice is given below. In the event I protest the University's determination regarding any rights or interest in an invention, I agree: (a) to proceed with any University requested assignment or assistance; (b) to give University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

I shall do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

University may relinquish to me all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

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In any suit or action arising under this/line the burden of proof shall be on the individual claiming the benefits of its provision . Witness Signatuse: __ Employee/Guest Name laxin avid Date: Employee/Guest Signature: . (Please complete withholding certificate and State Oath, also.)

ACCOUNTING-5 yrs. after separation, except in cases of disability, retirement or disciplinary action, in which cases retain until age 70. RETN: Other Copies: 0-5 years after separation.

ATTACH TO PERSONNEL ACTION FORM (UPAY 560-1)

Form UPAY 585-1 (R5/91)

PATENT

UNIVERSITY OF CALIFORNIA STATE OATH OF ALLEGIANCE, PATENT POLICY, AND PATENT ACKNOWLEDGMENT UPAY585 (R11/97) E0420 71443-180

_	st, First, Middle Initial) Charles C.	DATE PREPARED MO DY YR OS OI OS
EMPLOYEE ID J	DEPARTMENT Family & Preventive Medicine	EMPLOYMENT DATE MO DY YR O 8 0 0 5

1	0000 63760	1	C Culifornia
The second secon	will support and defend	the Constitution of the United States and the	he Constitution of California
STATE OATH OF ALLEGIANCE I do solemnly swear (or affirm) that I begainst all enemies, foreign and domestic; that I will bear true faith and alleging	and support and details	of the United States and the State of Califo	ornia; that I take this obligation
really, without any mental reservation or purpose of evasion; and that I will we rake and subscribed before me on:	ell and faithfully discha-	rge the duties which I am agout to chief.	Dram /
reely, without any mentar reservation of purpose of evaluation	Signature of O	fficer or Employee:	
Taken and subscribed before me on:	Signature or o	med to simple year	 //
(A.o. pd// /4 VD			//

Signature of Authorized Official: Title: St. Inmin. And y St. California

(DO NOT Sign Until in the Presence of Proper Witness.)

Government Code, section 3107.)

NOTE: No fee may be charged for administering this oath.

Oath must be administered either (1) a person having general authority by law to administer oaths- for example Notaries Public, Civil Executive Officers (Section 1001 of Government Code), Judicial Officers, Justices of the Peace, and county officials named in Sections 24000, 24057 of Government Code: such as, district attorneys, sheriffs, county clerks, members of boards of supervisors, etc., or (2) by any University Officer or employee who has been authorized in writing by The Regents to administer such oaths.

WHO MIST SIGN THE OATH: All persons (other than aliens) employed by

WHERE OATHS ARE FILLED: The Oaths of all employees of the University shall be filed

WHO MUST SIGN THE OATH: All persons (other than aliens) employed by the University, in common with all other California public employees, whether with or without compensation, must sign the oath. (Calif. Constitution Article XX, Section 2, Calif. Government Codes, Sections 3100-3102.)

All persons re-employed by the University after a termination of service must sign a new Oath if the date of re-employment is more than one year after the date on which the previous Oath was signed. (Calif. Government Code, Section 3102).

WHEN OATH MUST BE SIGNED: The Oath must be signed BEFORE the individual enters upon the duties of employment (Calif. Constitution, Article XX, Section 3: Calif. Government Code Section 3102.)

PATENT ACKNOWLEDGMENT

This acknowledgment is made by me to The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

By execution of this acknowledgment, I understand that I am not waiving any rights to a percentage of royalty payments received by University, as set forth in the University of California Patent Policy, hereinafter called "Policy."

I also understand and acknowledge that the University has the right to change the Policy from time to time, including the percentage of net royalties paid to inventors, and that the policy in effect at the time an invention is disclosed shall govern the University's disposition of royalties, if any, from that invention. Further, I acknowledge that the percentage of net royalties paid to inventors is derived only from consideration in the form of money or equity received under:

1) a license or bailment agreement for licensed rights, or 2) an option or letter agreement leading to a license or bailment agreement. I also acknowledge that the percentage of net royalties paid to inventors is not derived from research funds or any other consideration of fany kind received by the University. The Policy on Accepting Equity When Licensing University Technology governs the treatment of equity received in consideration for a license.

l acknowledge my obligation to assign inventions and patents that I conceive or develop while employed by University or during the course of my utilization of any University research facilities or any connection with my use of gift, grant or contract research funds received through the University. I further acknowledge my obligation to promptly report and fully disclose the conception and/or reduction to practice of potentially patenable inventions to the Office of Technology Transfer or authorized licensing office.

with the Campus Accounting Office.

FAILURE TO SIGN OATH: No compensation for service performed prior to his subscribing to the Oath or affirmation may be paid to a University employee. And no reimbursement for expenses incurred may be paid prior to his subscribing to the Oath or affirmation. (California

PENALTIES: "Ever person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as true any material which he knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 14 years." (Calif. Government Code, Section 3108.)

Such Inventions shall be examined by University to determine rights and equities therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.

In the even any such invention shall be deemed by University to be patenable or protectable by un analogous property right, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent or analogous protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title, and interest therein and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by California Labor Code section 2870, to which notice is given below. In the event I protest the University's determination regarding any rights or interest in an invention, I acknowledge my obligation:

(a) to proceed with any University requested assignment or assistance; (b) to give University notice of that protest no later than the execution date of an of the above-described documents or assignment; and (c) to reimburse University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

I acknowledge that I am bound to do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

University may relinquish o me all or part of its rights to any such invention, if in its judgment, the criteria set forth in the Policy have been met.

I acknowledge that I am bound during any periods of employment by University or for an period during which I conceive or develop any invention during the course of m utilization of any University research facilities, or any gift, grant or contract research funds received through the University.

In signing this agreement I understand that the law, of which notification is given below, applies to me, and that I am still required to disclose all my inventions to the University.

Notice: This acknowledgment does not apply to an invention which qualifies under the provision of Labor Code section 2870 of the State of California which provides that (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from an work performed b the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable. In any suit or action arising under this law, the burden of proof shall be on the individual claiming the benefits of its provisions.

RETENTION: Accounting: 5 years after separation, except in cases of disability, retirement or disciplinary action, in which cases retain until age 70.

Other copies: 0-5 years after separation.

Employee/Guest Name (please print): Charles C. Berry
Employee/Guest Signature: April Charles C. Born Date: 8/1/05
Witness Signature: Date: 8/1/05

PLEASE SIGN STATE OATH AND PATENT ACKNOWLEDGEMENT - ATTACH TO PAF, UPAY560

Than Nagora 8/23/05

PATENT



UNIVERSITY OF CALIFORNIA STATE OATH of ALLEGIANCE and PATENT AGREEMENT

UPAY 585 (R5/91)

EMPLOYEE'S NAME (Last, first, middle initial)	D/	TE PREP	ARED .
Arden, Karen C	08	30	91
DEPARTMENT	ЕМІ	LOYMEN	T DATE
MEdicine	09(01	91

STATE OATH OF ALLEGIANCE

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Taken and subscribed bef	ore me this y of August	, 19_91
- Ma	in Din	
Admi	Signature of Authorized Official nistrative Assis	stant
San Diego	Title	CA
	inty	State

Signature of Officer or Employee (DO NOT Sign Until in The Presence of Proper Witness)

NOTE: No fee may be charged for administering this oath.

Oath must be administered by either (1) a person having general authority by law to administer oaths—for example: Notaries Public, Civil Executive Officers (Section 1001 of Government Code), Jud cial Officers, Justices of the Peace, and county officials named in Sections 24000, 24057 of Government Code; such as, district attorneys, sheriffs, county clerks, members of boards of supervisors, etc., or (2) by any University Officer or employee who has been authorized in writing by The Regents to administer such oaths.

WHO MUST SIGN THE OATH: All persons (other than aliens) employed by the University, in common with all other California public employees, whether with or without compensation, must sign the Oath. (Calif. Constitution, Article XX, Section 2, Calif. Government Codes. Sections 3100-3102.)

All persons re-employed by the University after a termination of service must sign a new Oath if the date of re-employment is more than one year after the date on which the previous Oath was signed (Calif. Government Code. Section 3102).

WMEN MUST OATH BIE SIGNED: The Oath must be signed BEFORE the individual enters upon the duties of employment. (Calif. Constitution, Article XX, Section 3: Calif. Government Code Section 3102.)

WHERE OATHS ARE FILED: The Oaths of all employees of the University shall be filed with the Campus Accounting Office.

FAILURE TO SIGN OATH: No compensation for service performed prior to his subscribing to the Oath or affirmation may be paid to a University employee. And no reimbursement for expenses incurred may be made prior to his subscribing to the Oath or affirmation. (Calif. Government Code, section 3107.)

PENALTIES: "Every person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as true any material which he knows to be false, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 14 years." (Calif. Government Code, Section 3108.)

UNIVERSITY OF CALIFORNIA PATENT POLICY

1. PREAMBLE

It is the intent of the President of the University of California, in administering intellectual property rights for the public benefit, to encourage and assist members of the faculty, staff, and others associated with the University in the use of the patent system with respect to their discoveries and inventions in a manner that is equitable to all parties involved.

The University rec sprizes the need for and desirability of encouraging the broad utilization of the results of University research, not only by scholars but also in practical application i for the general public benefit, and acknowledges the importance of the patent system in bringing innovative research findings to practical application.

Within the University, innovative research findings often give rise to patentable inventions as fortuitous by-products, even though the research was conducted for the primary purpose of gaining new knowledge.

To encourage the practical application of University research for the broad public benefit, to appraise and determine relative rights and equities of all parties concerned, to facilitate patent applications, licensing, equitable distribution of royalties, if any, to assist in obtaining funds for research, to provide for the use of invention-related income for the further support of research and education, and to provide a uniform procedure in patent matters when the University has a right or equity, the following University of California Patent Policy is adopted.

H. STATEMENT OF POLICY

- A. An agreement to assign inventions and patents to the University, except those resulting from permissible consulting activities without use of University facilities, shall be mandatory for all employees, for persons not employed by the University but who use University research facilities, and for those who receive gift, grant, or contract funds through the University. Exemptions from such agreements to assign may be authorized in those circumstances when the mission of the University is better served by such action, provided that overriding obligations to other parties are met and such exemptions are not inconsistent with other University policies.
- B. Those individuals who have so agreed to assign inventions and patents shall promply report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the Director of the Office of Technology Transfer. They shall execute such declarations, assignments, or other documents as may be necessary in the course of invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such inventions shall be held by the University or by such other parties designated by the University as may be appropriate under the circumstances. Such circumstances would include, but not be limited to, those situations when there areoverriding patent obligations of the
- University arising from gifts, grants, contracts, or other agreements with outside organizations.
- In the absence of overriding obligations to outside sponsors of research, the University may release patent rights to the inventor in those circumstances when: (1) the University elects not to file a patent application and the inventor is prepared to do so, or
- (2) the equity of the situation clearly indicates such release should be given, provided in either case that no further research or development to develop that invention will be conducted involving University support or facilities, and provided further that a shop right is granted to the University.
- C. Subject to restrictions arising from overriding obligations of the University pursuant to gifts, grants, contracts, or other agreements with outside organizations, the University agrees, for and in consideration of said assignment of patent rights, to pay annually to the named inventor(s), or to the inventor(s) heirs, successors, or assigns, 50% of the first \$100,000 of cumulative net royalties and fees per invention received by the University, 35% of the next \$400,000 of cumulative net royalties and fees per invention received by the University, and 20% of all additional cumulative

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UNIVERSITY PATENT POLICY, continued...

net royalties and fees per invention received by the University. Net royalties are defined as gross royalties and fees, less 15% thereof for administrative costs, and less the costs of patenting, protecting, and preserving patent rights, maintaining patents, the licensing of patent and related property rights, and such other costs, taxes or reimbursements as may be necessary or required by law.

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 - 1. reviewing and proposing University policy on intellectual property matters including patents, copyrights, trademarks, and tangible research products;
 - 2. reviewing proposed exceptions to established policies; and advising the President on related matters as requested.
- C. The Senior Vice President Administration is responsible for implementation of this
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- 1. Evaluating inventions and discoveries for patentability, as well as scientific, merit and practical application, and requesting the filing and prosecution of patent

- 2. Evaluating the patent or analogous property rights or equities held by the University in an invention, and negotiating agreements with cooperating organizations, if any, with respect to such rights or equities.
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- 4. Directing and arranging for the collection and appropriate distribution of royalties and fees.
- 5. Assisting University officers in negotiating agreements with cooperating organizations concerning prospective rights to patentable in rentions or discoveries made as a result of research carried out under grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and negotiating with Federal agencies rugarding the disposition of patent rights.
- 6. Recommending to the President appropriate action on exemptions from the agreement to assign inventions and patents to the University as required by Section II, A., above

Revised April 16, 1990

PATENT AGREEMENT

(Please read Patent Policy on reverse side and above.)

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University may relinquish to me all or a part of its right to any such invention, if, in its judgment, the criteria set forth in the Policy have been met.

I agree to be bound hereunder for and during any periods of employment by University or for any period during which I conceive or develop any invention during the course of my utilization of any University research facilities, or any gift, grant, or contract research funds received through the University.

In signing this agreement I understand that the law, of which notification is given below, applies to me, that I am still required to disclose all my invertions to the Liniversity.

NOTICE

This agreement does not apply to an invention which qualifies under the provisions of Labor Code section 2870 of the State of California which provides that (a) Any provisions in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer. (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is

In any sult or action arising under this law the burden of proof shall be on the indivdual claiming the benefits of its provisions.

Employee/Guest Name Karen C. Arden Witness Signature: Wan Date: 8/30/91	
(Please Print) (Please Print) (Please complete withholding certificate and State Oath, also.)	

RETN:

ACCOUNTING-5 yrs. after separation, except in cases of disability, retirement or disciplinary action, in which cases retain until age 70. Other Copies: 0-5 years after separation.

ATTACH TO PERSONNEL ACTION FORM (UPAY 560)

Form UPAY 585 (R5/91)

PATENT

(Page 2 of 25) REEL: 019931 FRAME: 0474



UNIVERSITY OF CALIFORNIA STATE OATH OF ALLEGIANCE PATENT AGREEMENT

UPAY 585 (R5/91)

EMPLOYEE'S NAME (Last, first, middle initial)	DATE PREPARED.	
Woseman, Linda	70 34 91	
DEPARTMENT.	EMPLOYMENT DATE	
Medicine	26 by 50	

STATE OATH OF ALLEGIANCE

I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the	State of
Collibration against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States	s as no une
Constitution of the State of California; that take this obligation freely, without any mental reservation or purpose of evasion; and that	I WHI MOII
and faithfully discharge the duties upon which I am about to enter.	

Taken and subscribed before me this Signature of Authorized Official

County

avern Signature of Officer or Employee (DO NOT Sign Until in The Presence of Prope Witness)

NOTE: No fee may be charged for administering this outh.

Outh must be administered by either (1) a person having general authority by law to administer ouths—for example: Notaries Public, Civil Executive Officers (Section 1001 of Government Code), Judicial Officers, Justices of the Flexes, and county officials named in Sections 24000, 24057 of Government Code; such as, district attorneys, sheriffs, county clarks, members of boards of supervisors, etc., or (2) by any University Officer or employee who has been suthorized in writing by The Regente to administer such calles.

State

WHO MILET SIGN THE DATH: All persons (other than aliens) employed by the University, in common with all other California public employees, whether with or thout compensation, must eigh the Oath. (Calif. Constitution, Article XX. Section 2, Calif. Government Codes, Sections 3100-3102.)

All persons re-employed by the University after a termination of service must eign a new Dath II the data of re-employment is more than one year after the date on which the previous Oath was signed (Calif. Government Code. Section 5:102).

WHEN MUST OATH BE SIGNED: The Oath must be signed BEFORE the individual enters upon the duties of employment. (Calif. Constitution, Article XX, Section 3: Calif. Government Code Section 3102.)

WHERE OATHS ARE FILED: The Oaths of all employees of the University shall be filed with the Campus Accounting Office.

FAILURE TO BIGN OATH: No compensation for service performed prior to his subscribing to the Oath or affirmation may be paid to a University employee. And no reimbursement for expenses incurred may be made prior to his subscribing to the Oath or affirmation. (Calil. Government Code, section 3107.)

PENALTIES: "Every person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as true any material which he knows to be talse, is guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 14 years." (Calif. Government Code, Section 3108.)

UNIVERSITY OF CALIFORNIA PATENT POLICY

L PREAMBLE

It is the intent of the President of the University of California, in administering intellectual property rights for the public benefit, to encourage and assist members of the faculty, staff, and others associated with the University in the use of the patent system with respect to their discoveries and inventors in a marrier that is equitable to all parties involved.

being of encouraging the broad The University recognizes the need for and deutilization of the results of University meetro), dot only by acholus but also in practical application for the general public benefit, and admissible the importance of the ent system in bringing innovative research findings to practical application.

Within the University, innovative research findings often give rise to patentable inventions as fortuitous by-products, even though the research was conducted for the primary purpose of gaining new knowledge.

To encourage the practical application of University research for the broad public penefit, to appraise and determine relative rights and equities of all parties concerned, to facilitate patent applications, illoensing, leguitable distribution of royalies, if any, to assist in obtaining funds for research, to provide for the use of invention-related income for the further support of research and education, and to provide a uniform procedure in hen the University has a right or equity, the following University of patent matters w California Patent Policy is adopted.

II. STATEMENT OF POLICY

- A. An agreement to assign inventions and patents to the University, except those resulting from permissible consulting activities without use of University facilities. shall be mandatory for all employees, for persons not employed by the University but who use University research facilities, and for those who receive giff, grant, or contract funds through the University. Exemptions from such agreements to assign may be authorized in those circumstances when the mission of the University is better served by such action, provided that overriding obligations to other parties are
- met and such exemptions are not inconsistent with other University policies.

 B. Those individuals who have so agreed to existy inventions and patents shall promptly report and fully disclose the opnosphip and/or reduction to practice of potentially patentable inventions to the Director of the Office of Technology Transfer. They shall execute such declarations, assignments, or other documents as may be necessary in the course of invention evaluation, patient prosecution, or protection of patient or enablogous property rights, to assure that title in such inventions shall be held by the University or by such other parties discignated by the University as may be appropriate under the droumstances. Such circumstances would include, but not be finited to; those situations when there are overriding petern obligations of the

EO420

- University arising from gifts, grants, contracts, or other agreements with outside organizations.
- in the absence of overriding obligations to outside sponsors of research, the University may release patent rights to the inventor in those circumstances when: (1) the University elects not to file a patent application and the inventor is prepared
- (2) the equity of the situation clearly indicates such release should be given, provided in either case that no further research or development to develop that invention will be conducted involving University support or facilities, and provided further that a shop right is granted to the Univ
- Subject to restrictions arising from overriding obligations of the University pursuant to gifts, grants, contracts, or other agreements with outside organizations, the University agrees, for and in consideration of said assignment of patent rights, to pay ennually to the named inventor(s), or to the inventor(s)' heirs, successors, or assigns, 50% of the first \$100,000 of cumulative net royalties and fees per invention eived by the University, 35% of the next \$400,000 of cumulative net royalties and tees per invention received by the University, and 20% of all additional cumulative

71443-180

(POLICY IS CONTINUED ... Please sign Patent Agreement on reverse side)

ATTACH TO PERSONNEL ACTION FORM (UPAY 560)

PATENT

University of California

Name of the second seco

UNIVERSITY PATENT POLICY, continued ...

net royalties and fees per invention received by the University. Nat royalties are defined as gross royalties and fees, less 15% thereof for administrative costs, and less the costs of patenting, protecting, and pracerving patent rights, maintaining patents, the licensing of patent and related property rights, and such other costs, taxes or reimburgements as may be necessary or required by law.

When there are two or more inventors, each inventor shall share equally in the inventor's share of royalties, unless all inventors previously have agreed in writing to

a different distribution of such share.

Distribution of the inversor's share shall be made annually in February from the amount received during the possitionate calendar year. In the event of any litigation, actual or imminent, or any other action to protect patent rights, the University may withhold distribution and impound royalties until resolution of the matter.

D. In the disposition of any nel income according to the University from petents, first consideration shall be given to the support of research.

III. PATENT RESPONSIBILITIES AND ADMINISTRATION

- A. Pursuant to Standing Order 100.4(gg), the President has responsibility for all matters relating to patents in which the University of California is in any way concerned.
- B. The Precident is advised on such matters by the Intellectual Property Advisory Council (BAC), which is chaired by the Senior Vice President—Academic Affairs. The membership of IPAC Includes representatives from campuses, Agriculture and Natural Resources, the Department of Energy Lisboratories, and the Director of the Office of Technology Transfer. IPAC is responsible for:

 reviewing and proposing University policy on intellectual property matters including petents, copyrights, trademarks, and tangible research products;

reviewing proposed exceptions to established policies; and
 advising the President on related matters as requested.

C. The Senior Vice President — Administration is responsible for implementation of this Policy, including the following:

 Evaluating inventions and discoveries for pale intability, as well as scientific, mark and practical application, and requesting the filling and prosecution of patent applications.

- Evaluating the palent or analogous property rights or equities held by the University in an invention, and negotisting agreements with cooperating organizations, if any, with respect to such rights or equities.
- Negotiating licenses and license option agreements with other parties concerning patent and/or analogous property rights held by the University.
- Directing and arranging for the collection and appropriate distribution of royalties and fees.
- 5. Assisting University officers in negotiating agreements with cooperating organizations concerning prospective rights to patentiable inventions or discoveries made as a result of assistant carried out under grants, contracts, or other agreements to be funded in whole or in part by such cooperating organizations, and regotiating with Faderal agencies regarding the disposition of patent rights.
- B. Recommending to the President appropriate action on examptions from the agreement to assign inventions and patents to the University as required by Section II, A., above.

Revised April 16, 1990

PATENT AGREEMENT

(Please read Patent Policy on reverse side and above.)

This agreement is made by me with The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or select to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

By execution of this agreement I understand that I am not waiving any rights to a percentage of royalty payments received by University, as set torth in University Parent Policy, hereinafter called "Policy." I also understand and agree that the University has the right to change the Policy at any time, including the percentage of net royalty payments paid to me.

I agree that every possibly patentable davice, process, plant, or product, hereinafter referred to as "invention," which I conceive or develop while employed by University, or during the course of my utilization of any University research facilities or any connection with my use of gift, grant, or contract research funds received through the University, shell be examined by University to determine rights and equit es therein in accordance with the Policy, and I shall promptly furnish University with complete information with respect to each.

In the event any such invention shall be deemed by University to be patentable, and University deelines, pursuant to determination by University as to its rights and equities therein, to seek patent protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title and interest therein and to seeks University in accurring patent protection thereon. The ecope of this provision is limited by California Labor Code section 2870, to which notice is given below. In the event I protect the University's determination regarding any rights or interest in an invention, I agree: (a) to proceed with any University requested assignment or assistance; (b) to give University notice of that protect no later than the execution data of any of the above-described documents or assignment; and (a) to reimburse University for all expenses and costs it encounters in its patient application attempts, if any such protect is subsequently sustained or agreed to.

i shall do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.

University may refrequish to me all or a part of the right to any such invention, it, in its judgment, the criteria set forth in the Policy have been met.

I agree to be bound hereunder for and during any pariods of amployment by University or for any period during which I conceive or develop any invention during the course of my utilization of any University research facilities, or siny gift, grant, or contract research funds received through the University.

In signing this agreement I understand that the law, of which notification is given below, applies to me, that I am still required to disclose all my inventions to the University.

NOTICE

This agreement does not apply to ast invention which qualifies under the provisions of Labor Code section 2970 of the State of California which provides that (a) Any provisions in an employment agreement which provides that an employee shall assign, or offer to sasign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed antirely on his or her own time without using the employer's explinent, supplies, facilities, or trade secret information assept for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual of demonstrably anticipated research or development of the employer. (2) Result from any work performed by the employer for the employer. (3) To the extent a provision in an employment agreement purports to require an employee to assign an anyention otherwise excluded from being required to be easigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

In any suit or action arising under this law the burden of proof shall be on the individual claiming the benefits of its provisions.

Employee/Gueet Name L1NDA WASSERMAN Witness Signature: Wax LD: Date: 718	192
Employee/Guest Signature: Auda Wasuum Date: 7/3/1/42	
(Please complete vitinholding certificate and State Cath, also.)	

PIETN: ACCOUNTING—5 yes, after separation, except in cases of disability, retirement or disciplinary action, in which cases retain until age 70.

Other Copies: 0-5 years after separation.

ATTACH TO PERSONNEL ACTION FORM (UPAY 580)

Form UPAY 865 (R\$/91)

PATENT

PATENT ACKNOWLEDGMENT UPAY585 (R10/97) 71443-180

This acknowledgment is made by me to The Regents of the University of California, a corporation, hereinafter called "University," in part consideration of my employment, and of wages and/or salary to be paid to me during any period of my employment, by University, and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds through the University.

By execution of this acknowledgment, I understand that I am not waiving any rights to a percentage of royalty payments received by University, as set forth in the University of California Patent Policy, hereinafter called "Policy."

I also understand and acknowledge that the University has the right to change the Policy from time to time, including the percentage of net royalties paid to inventors, and that the policy in effect at the time an invention is disclosed shall govern the University's disposition of royalties, if any, from that invention. Further, I acknowledge that the percentage of net royalties paid to inventors is derived only from consideration in the form of money or equity received under: 1) a license or bailment agreement for licensed rights, or 2) an option or letter agreement leading to a license or I also acknowledge that the bailment agreement. percentage of net royalties paid to inventors is not derived from research funds or from any other consideration of any kind received by the University. The Policy on Accepting Equity When Licensing University Technology governs the treatment of equity received in consideration for a license.

I acknowledge my obligation to assign inventions and patents that I conceive or develop while employed by University or during the course of my utilization of any University research facilities or any connection with my use of gift, grant, or contract research funds received through the University. I further acknowledge my obligation to promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to the Office of Technology Transfer or authorized licensing office. Such inventions shall be examined by University to determine rights and equities therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.

In the event any such invention shall be deemed by University to be patentable or protectable by an analogous property right, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent or analogous protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title, and interest therein and to assist University in securing patent or analogous protection thereon. The scope of this provision is limited by California Labor Code section 2870, to which notice is given below. In the event I protest the

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RETN: Accounting: 5 years after separation, ment or disciplinary action, in

except in cases of disability, retirewhich cases retain until age 70.

Other Copies: 0-5 years after separation.

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Ξ	molovee	/Guest	Name	(Please	print):

Employee/Guest Signature:

Witness Signature:

GOODISON



UNIVERSITY OF CALIFORNIA STATE OATH OF ALLEGIANCE, PATENT POLICY, AND PATENT ACKNOWLEDGMENT UPAY585 (R11/97) E0420 71443-180

EMPLOYEE'S NAME (Last, First, Middle Initial)	DATE PREPARED MO DY YR
KLACANSKY, IGOR	3 27 CC
EMPLOYEE ID DEPARTMENT	EMPLOYMENT DATE MO DY YR
453548 Parcex Cth	3 29 ac

Constitution of the State of California against all enemies, foreign and domestic; the Constitution of the State of California; that I take this obligation freely, with	firm) that I will support and defend the Constitution of the United States and the that I will bear true faith and allegiance to the Constitution of the United States and lout any mental reservation or purpose of evasion; and that I will well and faithfully
discharge the duties upon which I am about to enter.	Signature of Officer or Employee: Levil in The Presence of Proper Witness)
Taken and subscribed before me on: 3 27 CC	Officer or Employee:
	(DO NOT Sight Office in the Presence of Property
Signature of Authorized Official: Janua Lochelle	NOTE: No fee may be charged for administering this oath.
Title: Sr HR/Asst	
County: San Diege State: Cri	A National Dublin Chill Executive Officers (Section
Oath must be administered by either (1) a person having general aumority by an 1001 of Government Code), Judicial Officers, Justices of the Peace, and count attorneys, sheriffs, county clerks, members of boards of supervisors, etc., or (1) Repents to administer such paths	w to administer oaths - for example Notaries Public, Civil Executive Officers (Section y officials named in Sections 24000, 24057 of Government Code: such as, district 2) by any University Officer or employee who has been authorized in writing by The WHERE OATHS ARE FILED: The Oaths of all employees of the University shall
WHO MUST SIGN THE OATH: All persons (other than aliens) employed by the University, in common with all other California public employees, whether with or without compensation, must sign the oath. (Calif. Constitution, Article	be filed with the Campus Accounting Office.
XX, Section 2, Calif. Government Codes, Sections 3100-3102.)	FAILURE TO SIGN OATH: No compensation for service performed prior to his subscribing to the Oath or affirmation may be paid to a University employee. And
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Section 3102).	PENALTIES: "Every person who, while taking and subscribing to the Oath or affirmation required by this chapter, states as true any material which be know to
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PATENT ACKNOWLEDGMENT This acknowledgment is made by me to The Regents of the University of	therein in accordance with the Policy. I shall promptly furnish University with complete information with respect to each.
California a compration hereinfifter called "University," in part consideration	In the event any such invention shall be deemed by University to be patentable or
of my employment, and of wages and/or salary to be paid to me during any	to-table by an analogous property right and University desires, pursuant to
period of my employment, production and/or my utilization of University research facilities and/or my receipt of gift, grant, or contract research funds	determination by University as to its rights and equiles therein, to seek paterit of
through the University.	analogous protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title, and
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equity received under: 1) a license or bailment agreement for licensed rights, or 2) an option or letter agreement leading to a license or bailment agreement.	I acknowledge that I am bound to do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University.
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In any suit or action arising under this law, the burden of proof shall be on the	Individual craiming the benefits of its provisions.
RETENTION: Accounting: 5 years after separation, except in cases of issublide the separation, except in cases of issublide.	//// ~~~ X ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~ ~~
retirement or disciplinary action, in which cases retain until age 70. Employee/Guest Signature.	1 2 1 1 1 1 1 2 1 2 2 2 2 2 2 2 2 2 2 2
Other Copies: 0-5 years after separation Witness Signature:	ance Rockelli Date: 0/27/00

PLEASE SIGN STATE OATH AND PATENT ACKNOWLEDGMENT -- ATTACH TO PAF, UPAY560.

RECORDED: 10/08/2007

PATENT