

PATENT ASSIGNMENT

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 Wachsmann	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

CH \$40.00 11033056

Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:

15670-073001

NAME OF SUBMITTER:

Kelly M. Smith

Total Attachments: 14

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Applicant : Robert O. Stuart, et al. Art Unit : 1645
 Serial No. : 11/033,056 Examiner : Unknown
 Filed : January 10, 2005 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)



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) <u>SMART, ROBERT O</u>		DATE PREPARED MO <u>7</u> DY <u>01</u> YR <u>99</u>
EMPLOYEE ID	DEPARTMENT <u>MEDICINE</u>	EMPLOYMENT DATE MO <u>7</u> DY <u>01</u> YR <u>99</u>

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: 7/1/99
MO 7 DY 01 YR 99

Signature of Authorized Official: Joel Wiseman
Title: Academic Personnel Specialist
County: San Diego State: CA

Signature of Officer or Employee: RO SMART
(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), 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 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.)

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

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.)

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.)

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.)

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.

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

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."

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 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 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 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.

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

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): ROBERT O. SMART
 Employee/Guest Signature: RO SMART Date: 7/1/99
 Witness Signature: Joel Wiseman Date: 7/1/99

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

BILL JULY 13 1982 Newhire



**UNIVERSITY OF CALIFORNIA
STATE OATH OF ALLEGIANCE
and
PATENT AGREEMENT**
(UPAY 565 H/88)

EMPLOYEE'S NAME (Last, first, middle initial)	DATE PREPARED
WACHSMAN, WILLIAM	04 29 82
DEPARTMENT	EMPLOYMENT DATE
MEDICINE/HEMATOLOGY-ONCOLOGY	07 01 82

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 this

29th day of April 19 82

Steven Obayama
Signature of Authorized Officer

Administrative Assistant
Title

Los Angeles County California
City State

[Signature]
Signature of Officer or Employer (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 Service 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 employer 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 (Civil Constitution, Article XX, Section 2, Calif. Government Code, Section 3102-3107).

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 MUST OATH BE SIGNED The Oath must be signed BEFORE the individual enters upon the duties of employment (Calif. Constitution, Article XX, Section 2, 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 of affirmation (Calif. Government Code, Section 3107).

PENALTIES: Every person who while taking and subscribing to the Oath or affirmation required by this chapter states in true and lawful manner that he knows to be false, or guilty of perjury, and is punishable by imprisonment in the state prison not less than one or more than 18 months (Calif. Government Code, Section 3108).

UNIVERSITY POLICY REGARDING PATENTS

PREAMBLE

The Regents of the University of California, in administering intellectual property rights for the public benefit, desire to encourage and assist members of the faculties, employees, 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 Regents recognize the need for and desirability of encouraging the broad utilization of the results of University research not only by scholars but in practical application for the general public benefit and acknowledge the importance of the patent system in bringing unpatented research findings to practical application.

Within the University, unpatented research findings often give rise to patentable inventions or inventions by products, even though the research was conducted for the primary purpose of gaining new knowledge. Equity in such patentable inventions may involve parties other than

the inventor and the Regents. The use of University facilities or services, particular assignment of duties or conditions of employment, plus other claims of a competing agency whose research is supported from substantial funds, and other situations may give rise to a complex of intellectual property rights, which must be addressed and appropriately resolved by agreement between the parties.

Therefore, to encourage the practical application of University research for the benefit of the public, to assist in obtaining and determining patent rights and duties of all parties, to provide for the just and equitable distribution of royalties if any to result 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 where the Regents have a right or equity, the policy herein set down is adopted.

STATEMENT OF POLICY

1. All matters relating to patents in which the University of California is in any way concerned shall be administered by an agency known as the University of California Board of Patents.

2. The Board of Patents shall be appointed by the Regents. It shall have full power of organization, except as hereinafter provided, subject to the provision that it shall meet at least once a year. The members shall serve without extra compensation at the pleasure of the Regents. The normal term of appointment shall be for three years.

a. The Board of Patents shall consist of eleven persons selected from among the faculties and the administration of the University, and of such other groups as the Regents may determine, but of this number the Committee or Committee of the Academic Senate shall select from the Senate of large and small to serve as a member for the year's term. The Chairman of the Board of Patents and Patent Administration shall be appointed by the Regents upon the recommendation of the President of the University.

c. In its consideration of matters relating to such patentable inventions and inventions the Board of Patents shall take into consideration the principles laid down in the patent laws, applicable state and federal laws, and the laws of the State of California.

3. The Board of Patents shall have the following powers and duties, which may be delegated in whole or in part to the Patent Administrator:

a. To evaluate inventions and discoveries for patentability, to assist in patenting them, and to provide information and advice concerning the same to a committee of experts to examine the merits of such potentially patentable inventions and to cause such committee to report its findings to the Board of Patents.

b. To gather applications for patent and to retain patent counsel, in consultation with the General Counsel, for matters pertaining to the filing of patent applications, the prosecution thereof, and the litigation that may arise therefrom.

c. To determine the patent and related rights or equity held by

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

(over)

BILL

JULY 13 1982

Wachsman, William

Newhire

University of California

UNIVERSITY POLICY REGARDING PATENTS, continued...

The Regents in an invention, and to negotiate agreements with cooperating organizations, if any, with respect to such rights or equities.

d. In the absence of overriding obligations to outside sponsors of research, to release patent rights to the inventor in those circumstances, (1) where The Regents elect not to file a patent application and the inventor is prepared to do so, and where no further research or development to develop that invention will be conducted involving University support or facilities, subject to a shop right being granted to The Regents, or (2) where the equity of the situation clearly indicates such release should be given.

e. To negotiate licenses and related arrangements with other parties concerning patent 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.

g. To assist 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 to negotiate Institutional Patent Agreements or other agreements with Federal agencies regarding the disposition of patent rights.

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

i. To make such reports and recommendations to The Regents as The Regents or the President shall direct.

4. An agreement to assign inventions and patents to The Regents, 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 grant or contract funds through the University. Exemptions from such agreements to assign may be authorized in those circumstances where 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.

5. 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 patentable inventions to the Patent Administrator. 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 rights, to assure that title in such inventions shall be held by The Regents or by such other parties as may be appropriate under the circumstances. Such circumstances would include, but not be limited to, those situations where there are overriding patent obligations of The Regents arising from grants, contracts or other agreements with outside organizations. Releases of patent rights may be authorized by the Board of Regents where the equities so indicate.

6. Subject to restrictions arising from overriding obligations of The Regents pursuant to grants, contracts, or other agreements with outside organizations, The Regents agree, for and in consideration of said assignments of patent rights, to pay annually to the named inventor(s), the inventor(s)' heirs, successors, or assign 50 percent of the net royalties and fees received by The Regents. Net royalties are defined as gross royalties and fees, less 15 percent 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. Where 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 differing distribution of such share. Distribution of the inventor's share shall be made annually in February from the amount received during the prior fiscal calendar year. In the event of any litigation, actual or imminent, or any other action to protect patent rights, The Regents may withhold distribution and impound royalties until resolution of the matter.

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

Revised effective April 1, 1980

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 the University, and of my utilization of University research facilities.

By execution of this agreement I understand that I am not waiving any right to a percentage of royalty payments received by University as set forth in University Policy Regarding Patents, hereinafter called "Policy."

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, shall be deemed 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 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 assignments; 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 such obligations have been undertaken by University.

University may relinquish to me all or a part of its right in 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 term(s) 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.

In signing this agreement I understand that the law of which notification is given below applies to me that I am not required to disclose all my inventions to the University.

NOTICE

This agreement does not apply to an inventor or an inventor's heirs, under the provisions of Labor Code section 2870 of the State of California which provides that: Any provision in an employment agreement which purports 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 for which no equipment, supplies, facility, or trade secret information of the employer was used and which was conceived entirely on the employee's own time and (a) which does not relate (1) to the business of the employer, or (2) the employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and 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/Guest Name, William Wachsman Witness Signature, Harold Chyan 6/29/82

Employee/Guest Signature _____ Date 6/29/82

(Please complete withholding certificate and State form also.)



**UNIVERSITY OF CALIFORNIA
STATE OATH of ALLEGIANCE
and
PATENT AGREEMENT**
UPAY 585 (R5/01)

EMPLOYEE'S NAME (Last, first, middle initial) <i>WANG, Jessica</i>	DATE PREPARED <i>08/21/94</i>
DEPARTMENT <i>Pathology</i>	EMPLOYMENT DATE <i>07/01/94</i>

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 this

11 day of February, 1994
Mary J. Oberg
Signature of Authorized Official
Asst. TO CHAIRMAN
Title
San Diego Cal
County State

Jessica Wang
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), 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.

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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 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 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

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 patent 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 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 of 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, 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 promptly 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 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 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

University of California

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.

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 February from the amount received during the penultimate 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 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 President has responsibility for all matters relating to patents in which the University of California is in any way concerned.

B. The President is advised on such matters by the Intellectual Property Advisory Council (IPAC), 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 Laboratories, and the Director of the Office of Technology Transfer. IPAC is responsible for:

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
3. 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 filing and prosecution of patent applications.

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.

3. Negotiating licenses and license option agreements with other parties concerning patent and/or analogous property rights held by the University.

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 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.

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.

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 forth in University Patent 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 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.

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 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 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 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/Guest Name

Jessica Wamb-Rodriguez
(Please Print)

Business Signature

May F. Obey

Date: 2/11/94

Employee/Guest Signature:

JESSICA WAMB-RODRIGUEZ
(Please complete withholding certificate and State Cert, also.)

Date: 2-11-94

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 660)

Form UPAY 585 (RS/01)

PATENT
REEL: 019931 FRAME: 0470

University of California **TARIN, DAVID**
823161
610-98-6955

7-30-97

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.

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 February from the amount received during the penultimate 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 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 President has responsibility for all matters relating to patents in which the University of California is in any way concerned.
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Revised April 16, 1990

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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/Guest Name David Tarin Witness Signature: Judy Riddle Date: 7/16/97
 (Please Print)

Employee/Guest Signature: David Tarin Date: 16th July 1997
 (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 560-1)

Form UPAY 565-1 (R5/91)

Handwritten initials

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) <i>Berry Charles C.</i>		DATE PREPARED MO DY YR <i>08 01 05</i>
EMPLOYEE ID <i>0000 63760</i>	DEPARTMENT Family & Preventive Medicine	EMPLOYMENT DATE MO DY YR <i>08 01 05</i>

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 California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and 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 which I am about to enter.

Taken and subscribed before me on: *08 01 05*
 Signature of Officer or Employee: *Charles C Berry*

Signature of Authorized Official: *Sham Nagar* (DO NOT Sign Until in the Presence of Proper Witness.)
 Title: *Sec. Admin. Analyst*
 County: *San Diego* State: *California*

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 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.)

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

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.)

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 Government Code, section 3107.)

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.)

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.)

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.

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.

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."

In the even 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 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 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 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 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.

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.

University may relinquish or 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 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.

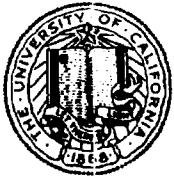
Employee/Guest Name (please print): *Charles C Berry*
 Employee/Guest Signature: *Charles C Berry* Date: *8/1/05*
 Witness Signature: *Sham Nagar* Date: *8/1/05*

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

Sham Nagar
42506 8/23/05

PATENT

REEL: 019931 FRAME: 0472



UNIVERSITY OF CALIFORNIA
STATE OATH of ALLEGIANCE
and
PATENT AGREEMENT
UPAY 585 (R5/91)

EMPLOYEE'S NAME (Last, first, middle initial) Arden, Karen C
DATE PREPARED 08 30 91
DEPARTMENT MEDicine
EMPLOYMENT DATE 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 before me this 30th day of August, 19 91

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

Signature of Authorized Official Administrative Assistant

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

Title San Diego County CA State

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), 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 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 Code, 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 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 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

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 patent 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 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.

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 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 promptly 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 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 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

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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Revised April 16, 1990

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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 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/Guest Name: Karen C. Arden (Please Print) Witness Signature: [Signature] Date: 8/30/91
Employee/Guest Signature: [Signature] Date: 8/30/91
(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)



**UNIVERSITY OF CALIFORNIA
STATE OATH OF ALLEGIANCE
and
PATENT AGREEMENT
UPAY 585 (RS/91)**

EMPLOYEE'S NAME (Last, first, middle initial) <i>Wasserman, Linda</i>	DATE PREPARED <i>7/10 3/11 92</i>
DEPARTMENT <i>Medicine</i>	EMPLOYMENT DATE <i>8/20 01 92</i>

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 this 31st day of July, 1992

Maria Di
Signature of Authorized Official

Admin Asst
Title

San Diego County CA State

Linda Wasserman
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), 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 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 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 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

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 patent 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 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.

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 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 promptly 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 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 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

University of California

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. 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 February from the amount received during the penultimate 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 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 President has responsibility for all matters relating to patents in which the University of California is in any way concerned. B. The President is advised on such matters by the Intellectual Property Advisory Council (IPAC), 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 Laboratories, and the Director of the Office of Technology Transfer. IPAC is responsible for: 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 3. 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 filing and prosecution of patent applications.

- 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. 3. Negotiating licenses and license option agreements with other parties concerning patent and/or analogous property rights held by the University. 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 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. 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.

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 forth in University Patent 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 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.

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 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 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 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/Guest Name: LINDA WASSERMAN Witness Signature: [Signature] Date: 7/31/92 Employee/Guest Signature: [Signature] Date: 7/31/92 (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: 0-6 years after separation.

ATTACH TO PERSONNEL ACTION FORM (UPAY 560)

Form UPAY 885 (RS/91)

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.

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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.

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RETN:
Accounting: 5 years after separation,
except in cases of disability, retire-
ment or disciplinary action, in
which cases retain until age 70.

Other Copies: 0-5 years after separation.

Employee/Guest Name (Please print): STEVE GOODISON
Employee/Guest Signature: *Steve Goodison* Date: 7/26/01
Witness Signature: *Norma Lopez* Date: 7/30/01



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) <i>KLACANSKY, IGOR</i>		DATE PREPARED MO DY YR <i>3 27 00</i>	
EMPLOYEE ID <i>453548</i>	DEPARTMENT <i>Career Ctr</i>	EMPLOYMENT DATE MO DY YR <i>3 27 00</i>	

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: 3 27 00
MO DY YR

Signature of Authorized Official: *Janice Rochelle*

Title: *Sr HR Asst*

County: *San Diego* State: *CA*

Signature of Officer or Employee: *Igor Klacansky*

(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), 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

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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.)

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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): *IGOR KLACANSKY*
Employee/Guest Signature: *Igor Klacansky* Date: *3/27/00*
Witness Signature: *Janice Rochelle* Date: *3/27/00*

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

PATENT

RECORDED: 10/08/2007

REEL: 019931 FRAME: 0478