

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Clemson University</td> <td>03/28/2008</td> </tr> </table>		Name	Execution Date	Clemson University	03/28/2008							
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Clemson University	03/28/2008											
RECEIVING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Clemson University Research Foundation</td> </tr> <tr> <td>Street Address:</td> <td>91 Technology Drive</td> </tr> <tr> <td>City:</td> <td>Anderson</td> </tr> <tr> <td>State/Country:</td> <td>SOUTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>29625</td> </tr> </table>			Name:	Clemson University Research Foundation	Street Address:	91 Technology Drive	City:	Anderson	State/Country:	SOUTH CAROLINA	Postal Code:	29625
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PROPERTY NUMBERS Total: 2												
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CORRESPONDENCE DATA												
<p>Fax Number: (864)233-7342</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 8642711592</p> <p>Email: docketing@dority-manning.com</p> <p>Correspondent Name: Dority &amp; Manning, PA</p> <p>Address Line 1: PO Box 1449</p> <p>Address Line 4: Greenville, SOUTH CAROLINA 29602</p>												
ATTORNEY DOCKET NUMBER:	CXU-353											
NAME OF SUBMITTER:	Christina L. Mangelsen											
<p>Total Attachments: 2</p> <p>source=CXU-353-Assignment050208#page1.tif</p> <p>source=CXU-353-Assignment050208#page2.tif</p>												

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**PATENT**  
**REEL: 020891 FRAME: 0821**

## CLEMSON UNIVERSITY ASSIGNMENT OF INVENTION

THIS ASSIGNMENT is made by and between Clemson University, (hereinafter "Assignor" or "University") and the Clemson University Research Foundation (hereinafter "Assignee" or "CURF") as follows:

WHEREAS, John M. Ballato, David Carroll, Jeffrey R. Dimaio (hereinafter "Inventors") are or at all relevant times were employees of University and the inventors of US Patent Application Ser. #10/865,237 filed on June 10, 2004 and US Patent Application Ser. #11/517,780 filed on September 8, 2006 for which a disclosure has been made to University's Patent Committee on (January 25, 2001) in accordance with University's patent policy, and have assigned all right, title, and interest in said application, invention, and any Letters Patent to University.

WHEREAS, CURF, whose address is 91 Technology Drive, Anderson, SC 29625, would like to acquire the entire right, title, and interest in the application and invention and to any Letters Patent that may be granted therefore in the United States of America and in any and all foreign countries for the purpose of commercializing for the public good.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys the entire right, title, and interest in and to the said invention and application throughout the United States of America, its territories, and dependencies, and all other countries. This includes an assignment of all Letters Patent that may be granted on the invention in the United States of America and all countries throughout the world, and any provisional divisional, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof; and the right to claim priority from the patent application as provided for by United States law, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, or other applicable law.

Assignor authorizes and requests that Letters Patent be issued to CURF, as assignee of the entire right title, and interest to be held as fully and entirely as the same would have been held by Assignor had this assignment not been made.

Assignor warrants that at the time of the execution and delivery of this assignment, Assignor possesses full title to the invention and application mentioned above and that Assignor has the unencumbered right and authority to make this assignment.

Assignor hereby authorizes CURF to file and prosecute this patent application, as well as any corresponding international or national applications that claim priority from it. CURF has the right to select attorneys or agents of its choice to prosecute at its discretion these applications on its behalf.

Assignor agrees upon reasonable request to communicate to CURF, its representatives, assigns or agents, any facts known to it respecting the invention, and to testify in any legal proceeding, sign all lawful papers, execute al divisional, continuing and reissue applications, make all rightful oaths, provide all requested documents, and do everything reasonable possible to aid CURF and its assigns to obtain and enforce proper patent protection for the invention in the United States or any foreign country. These provisions are binding upon Assignor's legal representatives, administrators and assigns.

CURF agrees that it shall, at its discretion, pursue, at its sole expense and pursuant to the terms of the Clemson University Patent Policy, appropriate Letters Patent and other intellectual property protection on the invention. Inventor and University shall be entitled to a share of any royalties or other proceeds that


may derive from the license, sale or other commercial development of the invention, as set forth in the Clemson University Patent Policy.

IN WITNESS WHEREOF, the following individuals are the legally authorized agents of the parties and hereby agree to the terms of this Agreement.

  
\_\_\_\_\_  
Clemson University Chief Financial Officer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clemson University Research Foundation

  
\_\_\_\_\_  
Date