

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
Zoran Ristic		12/10/2002
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	The University of South Dakota	
<b>Street Address:</b>	414 East Clark Street	
<b>City:</b>	Vermillion	
<b>State/Country:</b>	SOUTH DAKOTA	
<b>Postal Code:</b>	57069	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	11005896	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(515)288-1338	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	515-288-3667	
<b>Email:</b>	patatty@ipmvs.com	
<b>Correspondent Name:</b>	McKee, Voorhees & Sease, PLC	
<b>Address Line 1:</b>	801 Grand Avenue	
<b>Address Line 2:</b>	Suite 3200	
<b>Address Line 4:</b>	Des Moines, IOWA 50309-2721	
<b>ATTORNEY DOCKET NUMBER:</b>	P03965US02; P051-153	
<b>NAME OF SUBMITTER:</b>	HEIDI S. NEBEL	
<b>Total Attachments: 2</b>		
source=RISTIC_ U OF SOUTH DAKOTA 5-5-08 assign#page1.tif		
source=RISTIC_ U OF SOUTH DAKOTA 5-5-08 assign#page2.tif		

CH \$40.00 11005896

DATE: December 6, 2002

SUBJECT: Agreement to Assign Intellectual Property Rights

I understand that The University of South Dakota manages employee-created intellectual property pursuant to the South Dakota Board of Regents Intellectual Property Policy, Board Policy No. 4:34. The obligations stated hereafter reflect the provisions of that policy. Such obligations are continuing and survive the termination or interruption of employment and comprise an essential condition of employment.

Pursuant to those policies, and in consideration of my employment by The University of South Dakota, the receipt of remuneration from The University of South Dakota, participation in projects administered by The University of South Dakota, access to or use of facilities provided by The University of South Dakota and other valuable consideration, including sharing in revenues, if any, from properties that I may create as provided under Board and institutional policy, I hereby agree as follows:

I will disclose to The University of South Dakota all potentially patentable inventions or plant varieties that may be protected through plant variety protection conceived or first reduced to practice in whole or in part in the course of my or as a direct result of my duties with the institution, where (i) all or part of the attendant costs were paid from institutional funds or from funds under the control of or administered by the institution, or (ii) institutional facilities or resources were used in whole or in part to create the intellectual property, unless such resources or facilities are available without charge to the public or the applicable use fee has been paid. I further agree to assign all my right, title and interest in such patentable inventions or protectable plant varieties and to execute and to deliver all documents and to do any and all things necessary and proper on my part to effect such assignment.

In general under Board policy, authors retain the rights to scholarly and creative artistic copyrightable works, unless the works have been specifically commissioned or created pursuant to an agreement to create such works. Scholarly or creative artistic works created or used in the course of instruction are subject to a no-cost, non-exclusive, world-wide license to the Board to use such works for educational and research purposes. The present agreement serves to acknowledge and to confirm the rights guaranteed to authors under Board policy.

Except for such copyrightable works as have been reserved to authors under the Board of Regents Intellectual Properties Policy, I will disclose to The University of South Dakota all works, inventions or discoveries that may be subject to protection under copyright laws or as trade secrets, and that may have commercial value, and that were created in whole or in part in the course of my or as a direct result of my duties with the institution, where (i) all or part of the attendant costs were paid from institutional funds or from funds under the control of or administered by the institution, or (ii) institutional facilities or resources were used in whole or in part to create the intellectual property, unless such resources or facilities are available without charge to the public or the applicable use fee has been paid. I understand that copyrightable works that are subject to such disclosure are works for hire and belong to The University of South Dakota.

I further agree to assign all my right, title and interest in such creations, works, discoveries or inventions that may be subject to protection under federal, state or common law as trade or service marks and to execute and deliver all documents and do any and all things necessary and proper on my part to effect such assignment.

I understand that, pursuant to this agreement, my employment is conditioned on my acceptance of an obligation to assign my rights to intellectual properties that I create, author or invent where required under Board policy and to cooperate in protecting the Board's interest in such properties. I understand that this means that my failure to sign this agreement will have the same effect as a resignation and that any violation of this agreement will be grounds for discipline, up to and including termination. I understand, further, that my obligation to assist the Board in perfecting or protecting its rights to such

properties is continuing and will survive termination of my employment, however that may arise. I understand that this means that I may have to assist the Board even after I have taken new employment or have retired. The University of South Dakota will bear costs incidental to securing the assistance of individuals who have left the employment of the institution. Such costs will number among those to be recouped from gross revenues before any income is distributed to inventors, authors or creators.

I understand that the disclosure and assignment obligations that I accept herein will also apply to any and to all new forms of intellectual property that may be recognized under law.

I understand and agree that the Board has the right to change its Intellectual Property Policy at any time in such manners as may be provided under law including collective bargaining negotiations when required under SDCL ch 3-18. I understand that such changes may alter my rights and obligations with respect to properties that I may create, author or invent. Required changes would be of prospective application only and would have no affect on rights that have vested prior to the date of the new agreement. For purposes of prospective application of changes, rights will be deemed to have vested at the time that a discovery, invention, work or creation has been disclosed as required under Board policy. I understand that, if such policy changes require the execution of a new agreement to assign intellectual property rights, I shall have to accept and to execute such documents in order to continue my employment with The University of South Dakota.

I acknowledge that I am bound by the obligations stated in this agreement during any periods of employment by The University of South Dakota, or by any other institution or administrative organization governed by the Board, whether such employment is full-time or part-time, as a faculty member, an administrator or otherwise, and whether it is for a specific term under a tenure track or tenured faculty appointment, or in a position classified under the South Dakota Career Service Act. This agreement will survive interruptions in service, whether due to leave or nonrenewal, and will continue operate according to its terms even if my employment changes from one contract type or classification to another.

Signed James N. Abbott  
President  
The University of South Dakota

Date December 6, 2002

Signed Zoran Ristic  
Zoran Ristic

Date 12/10/02