

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>David L. DICKENSHEETS</td><td>11/05/1999</td></tr><tr><td>Montana State University-Bozeman</td><td>11/12/1999</td></tr></tbody></table>	Name	Execution Date	David L. DICKENSHEETS	11/05/1999	Montana State University-Bozeman	11/12/1999	
Name	Execution Date						
David L. DICKENSHEETS	11/05/1999						
Montana State University-Bozeman	11/12/1999						
RECEIVING PARTY DATA							
Name:	The Research and Development Institute, Inc., at Montana State University						
Street Address:	1711 W. College						
City:	Bozeman						
State/Country:	MONTANA						
Postal Code:	59715						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>09400350</td></tr></tbody></table>	Property Type	Number	Application Number:	09400350			
Property Type	Number						
Application Number:	09400350						
CORRESPONDENCE DATA							
Fax Number:	(202)842-7899						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	202-842-7800						
Email:	vmelton@cooley.com						
Correspondent Name:	Cooley Godward Kronish LLP						
Address Line 1:	777 6th Street, NW, Suite 1100						
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001						
NAME OF SUBMITTER:	Erich E. Veitenheimer						
Total Attachments: 5 source=InventorAssign#page1.tif source=InventorAssign#page2.tif source=InventorAssign#page3.tif source=InventorAssign#page4.tif source=InventorAssign#page5.tif							

CH \$40.00 09400350

500558573

PATENT
REEL: 021051 FRAME: 0561

ASSIGNMENT AGREEMENT
between
MONTANA STATE UNIVERSITY-BOZEMAN
and
David L. Dickensheets
and
THE RESEARCH AND DEVELOPMENT INSTITUTE, INC.

THIS AGREEMENT, entered into this 15th day of September, 1999, by and between MONTANA STATE UNIVERSITY-BOZEMAN, through its Office of Research, Creativity and Technology Transfer (hereinafter referred to as "UNIVERSITY"), David L. Dickensheets (hereinafter referred to as "INVESTIGATOR/INVENTOR") and THE RESEARCH AND DEVELOPMENT INSTITUTE, INC. (hereinafter referred to as "INSTITUTE").

RECITALS:

WHEREAS, UNIVERSITY is an educational/research institution with significant research capabilities, particularly those associated with agriculture, engineering, health, medicine, physical sciences, business and biological sciences which, nevertheless, lacks expertise in developing, patenting and marketing or otherwise disseminating or exploiting the product(s) of said research; and

WHEREAS, INSTITUTE is a non-profit corporation with certain research and development capabilities, whose objectives are, in part to promote education/research by: fostering research; and by acquiring and disseminating knowledge in relation thereto; creating, purchasing, holding, and transferring patent rights for inventions, designs, and copyrights; receiving payment therefrom; and using monies thus received to support research at UNIVERSITY; and

WHEREAS, INVESTIGATOR/INVENTOR is employed at UNIVERSITY and warrants that he/she is the sole INVESTIGATOR/INVENTOR with regard to the subject matter of this agreement; and

WHEREAS, UNIVERSITY and INVESTIGATOR/INVENTOR are desirous of contracting with INSTITUTE for the purpose of providing for the development, protection and/or commercialization of an invention described in a Provisional Patent Application entitled **Pixel-by-pixel Aberration Correction for Scanned-beam Micro-optical Instruments**, filed September 20, 1999 (hereinafter referred to as "TECHNOLOGY"); and

WHEREAS, INSTITUTE is willing, when appropriate, to obtain patents and other rights which will enable it to protect and/or

ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE
ARBITRATION PROVISIONS OF PARAGRAPH 3D HEREOF.

enhance the value of any TECHNOLOGY transferred pursuant to this agreement; and to seek licensee(s)/transferee(s) for the commercialization of TECHNOLOGY; and

WHEREAS, INSTITUTE agrees to distribute the revenue it may receive with respect to the foregoing with UNIVERSITY and INVESTIGATOR/INVENTOR as herein provided; and

WHEREAS, INSTITUTE seeks and intends to use the undistributed proceeds of any revenue which may be derived from the sale, use or transfer of any TECHNOLOGY assigned hereunder to conduct its operations; and to encourage and support research at UNIVERSITY in accordance with established UNIVERSITY policy and priorities.

NOW, THEREFORE, the parties agree as follows:

1. ASSIGNMENT OF RIGHTS

UNIVERSITY and INVESTIGATOR/INVENTOR hereby assign, transfer and set over unto INSTITUTE, its legal representatives, successors, and assigns, all right, title and interest in and to said TECHNOLOGY, and to any and all patents and applications of the United States and foreign countries which may be issued for said TECHNOLOGY, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof. Provided, however, UNIVERSITY and INVESTIGATOR/INVENTOR reserve the right to use TECHNOLOGY for educational and UNIVERSITY related research purposes.

2. REIMBURSEMENT/RESEARCH GRANT

In consideration for the foregoing, INSTITUTE shall provide for the development and commercialization of the TECHNOLOGY provided for herein and distribute any income therefrom as provided in paragraph "3." below.

3. CONSIDERATION

A. Royalties. As consideration to INVESTIGATOR/INVENTOR, the INSTITUTE shall, within 30 days after the close of previous calendar year, distribute to him/her fifty percent (50%) of the net revenue received by INSTITUTE during said calendar year from the beneficial use, sale, licensing, assignment, transfer, or other disposition of TECHNOLOGY. For purposes of this paragraph, net revenue shall be defined as the total revenue derived by INSTITUTE from TECHNOLOGY, less all non-reimbursed direct costs incurred by INSTITUTE in using, marketing, managing, administering, patenting, protecting, distributing, licensing, developing, transferring or otherwise commercially exploiting said TECHNOLOGY. Additionally,

ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE ARBITRATION PROVISIONS OF PARAGRAPH 3D HEREOF.

INSTITUTE shall, for purposes of determining net revenue, be entitled to receive and charge against total revenue, ten percent (10%) thereof to cover its indirect costs with regard to the foregoing. Net revenue shall not include funds received from any source, including Sponsored Research Agreements, for research, development, and testing; purchase of equipment for research, development, and testing; in kind supplies for research, development, and testing; and the like.

B. Accounting. INSTITUTE shall, upon request, provide INVESTIGATOR/INVENTOR with an annual statement showing the total TECHNOLOGY related revenue received and expenses incurred for the previous calendar year, prepared in accordance with generally accepted accounting principles. The annual statement will be provided within 30 days of the request or the close of the calendar year, whichever is sooner. At any time during the year, INVESTIGATOR/INVENTOR may examine all records relating to this agreement and any revenue and expenses relating thereto.

C. Grants. Fifty percent (50%) of the net revenue shall be placed in a designated account with INSTITUTE to support further research at UNIVERSITY through grants and contracts made pursuant to established UNIVERSITY policy. In the latter regard, the Office of Vice President for Research, Creativity and Technology Transfer will submit research proposals or projects for funding by INSTITUTE, report the results thereof to INSTITUTE, and provide fiscal management for each funded project.

D. Arbitration. In the event any dispute between the parties arises over the matter of royalties, their sharing and/or the expenses relating thereto or deducted therefrom, the parties agree that said dispute shall be conclusively resolved by referring same to an arbitration committee consisting of one Montana State University faculty or staff member selected by the INVESTIGATOR/INVENTOR, one member of the faculty or staff of Montana State University selected by INSTITUTE and the third member of the faculty or staff of UNIVERSITY selected by the Vice President For Research, Creativity and Technology Transfer at Montana State University-Bozeman.

4. NO WARRANTIES

UNIVERSITY and INVESTIGATOR/INVENTOR make no warranty regarding any TECHNOLOGY assigned hereunder. Any decision regarding safety, applicability, marketability, effectiveness for a particular purpose, or other use of said TECHNOLOGY shall be the sole responsibility of INSTITUTE and/or its assigns and licensees. INSTITUTE agrees that UNIVERSITY (its employees, agents, and subcontractees) and INVESTIGATOR/INVENTOR shall not be responsible

ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE ARBITRATION PROVISIONS OF PARAGRAPH 3D HEREOF.

for any damages or losses incurred as a result of any use or disposition of any TECHNOLOGY by INSTITUTE or any of its licensee(s).

5. EXCLUSIVE RIGHT TO TECHNOLOGY

INSTITUTE shall, for the purposes stated herein, have the right, but not the obligation, in its discretion, to register or obtain suitable patents for TECHNOLOGY and to assign said right to third parties. In the event INSTITUTE elects not to exercise the foregoing, INSTITUTE shall notify UNIVERSITY and INVESTIGATOR/INVENTOR of its election as soon as practicable. Notwithstanding the foregoing or anything appearing to the contrary herein, all obligations hereunder shall continue regardless of whether or not patent rights are applied for and/or obtained.

6. NEGOTIATIONS WITH THIRD PARTIES

The parties agree that INSTITUTE shall be solely responsible for negotiating and contracting with third parties regarding the patenting, licensing, sale, and/or transfer of TECHNOLOGY; and that neither UNIVERSITY nor INVESTIGATOR/INVENTOR shall attempt to negotiate with, contract or interfere with the negotiations or contracting of INSTITUTE with third parties unless expressly requested or otherwise authorized to do so by INSTITUTE.

7. BINDING EFFECT.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and heirs. It is expressly agreed that INSTITUTE'S obligation to UNIVERSITY and INVESTIGATOR/INVENTOR hereunder shall continue for as long as INSTITUTE receives any revenue from the beneficial use of TECHNOLOGY.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

INVESTIGATOR/INVENTOR


David L. Dickensheets

514 Lexington Dr.
Street Address
(continued)

THE RESEARCH AND DEVELOPMENT
INSTITUTE, INC. at Montana State
University

By 
Roger N. Flair, President

ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE
ARBITRATION PROVISIONS OF PARAGRAPH 3D HEREOF.

Bozeman MT 59715
City State Zip

S.S.# 524 949906

Date: 11/5/99

MONTANA STATE UNIVERSITY-BOZEMAN

By



Thomas J. McCoy
Vice President for Research,
Creativity and Technology
Transfer

Date: 11-12-99

ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE
ARBITRATION PROVISIONS OF PARAGRAPH 3D HEREOF.