

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EXECUTIVE ORDER 9424, CONFIRMATORY LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
University of Utah	12/18/1992
RECEIVING PARTY DATA	
Name:	National Institutes of Health (NIH), U.S. Dept. of Health and Human Services (DHHS), U.S. Government
Street Address:	NIH Division of Extramural Inventions and Technology Resources (DEITR)
Internal Address:	6705 Rockledge Drive, Suite 310, MSC 7980
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20892-7980
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	07748499
CORRESPONDENCE DATA	
Fax Number:	(301)480-0272
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	edison@nih.gov
Correspondent Name:	Director, DEITR
Address Line 1:	NIH, 6705 Rockledge Drive, Suite 310
Address Line 2:	MSC 7980
Address Line 4:	Bethesda, MARYLAND 20892-7980
NAME OF SUBMITTER:	Director, DEITR, NIH
Total Attachments: 1 source=07748499cb-p0001 - p0002#page2.tif	

500597643

PATENT
REEL: 021267 FRAME: 0306

0514002-92-0030

LICENSE TO THE UNITED STATES GOVERNMENT

WHEREAS, Donald F. Summers of Irvine, California, has invented INFLUENZA ENZYME OVERPRODUCTION and filed a patent application thereon in the USA bearing Serial No. 748,499, filing date August 23, 1991, and

WHEREAS, the invention was made in the course of research supported by the Department of Health and Human Services; and

WHEREAS, the United States Government is entitled to certain rights in and to said invention and application by reason of the terms of such support; and

WHEREAS, the UNIVERSITY OF UTAH, hereinafter called the "Licensor", has acquired by assignment from the inventor the entire right, title and interest of the inventor to such invention;

NOW, THEREFORE

1. The Licensor, in consideration of the premises and other good and valuable consideration, hereby grants and conveys to the United States Government a royalty-free, non-exclusive and irrevocable license for governmental purposes and on behalf of any foreign government pursuant to any existing or future treaty or agreement with the United States under the aforesaid patent application, and any and all divisions or continuations, and in any and all patents or reissues which may be granted thereon during the full term or terms thereof. As used herein, "governmental purpose" means the right of the Government of the United States, including any agency thereof, to practice and have practiced (made or have made, used or have used, sold or have sold) in connection with programs funded in whole or in part by the Federal Government throughout the world by or on behalf of the Government of the United States.

2. The Licensor covenants and warrants that he has the right to grant the foregoing license, and that any assignment which he may make of the invention or said patent applications or patents thereon, shall expressly be made subject to this license.

3. The Licensor agrees that the Government shall not be estopped at any time to contest the enforceability, validity, scope of, or title, to, any patent or patent application herein licensed.

UNIVERSITY OF UTAH



Richard K. Koehn
Vice President for Research

12/18/92
(Date)

Director of Tech-

I, Thomas D. Major, certify that I am the nology Trans. of the Institution named as Licensor herein; that Richard K. Koehn, who signed this License on behalf of the Institution is the Vice President for Research of said Institution; and that said License was duly signed for and in behalf of said Institution by authority of its governing body, and is within the scope of its corporate powers.


[Signature and Date]

PATENT

Copy