

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael J Sailor	04/11/1990
RECEIVING PARTY DATA	
Name:	The Regents of the University of California
Street Address:	1111 Franklin Street
Internal Address:	5th Floor
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94607-5200
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10244053
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Greer, Burns & Crain, Ltd.
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Address Line 2:	Suite 2500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	0321.67678
NAME OF SUBMITTER:	Steven P. Fallon
Total Attachments: 1 source=SAILOR Michael J#page1.tif	

CH 10244053 \$40.00

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REEL: 021929 FRAME: 0060

# UNIVERSITY OF CALIFORNIA PATENT AGREEMENT

(Please read Patent Policy on reverse side)

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 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 granting of rights for research or commercial purposes as said obligations have been undertaken by University.

University may relinquish to me all or 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 University research facilities, or any gift, grant, or contract research funds received through the University.

In signing this agreement I understand that, in the event 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 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) Result from 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

Michael J. Seiler  
(Please Print)

Witness Signature

[Signature]

Date

4/11/90

Employee/Guest Signature

[Signature]  
(Please complete withholding certificate and State Oath, also.)

Date

4/11/90

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.

PATENT

RECORDED: 12/05/2008

REEL: 021929 FRAME: 0061