

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kent J. Voorhees	04/01/2009
RECEIVING PARTY DATA	
Name:	Colorado School of Mines
Street Address:	1500 Illinois Street
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12351522
CORRESPONDENCE DATA	
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Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	189481/US/2
NAME OF SUBMITTER:	Valerie H. Brown
Total Attachments: 3 source=189481US2assignment#page1.tif source=189481US2assignment#page2.tif source=189481US2assignment#page3.tif	

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REEL: 022508 FRAME: 0373

ASSIGNMENT

WHEREAS, I, Kent J. Voorhees, residing at 714 Partridge Circle, Golden, Colorado 80403 (the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "DETECTION OF PHAGE AMPLIFICATION BY SERS NANOPARTICLES," which can be identified in the United States Patent and Trademark Office by Application No. 12/351,522, filed on January 9, 2009 (the "Utility Application") with Attorney Docket No. 189481/US/2; and

WHEREAS, Colorado School of Mines, a public university organized and existing under the laws of the State of Colorado, and having its principal place of business at 1500 Illinois Street, Golden, Colorado 80401 (the "Assignee"), by an earlier Assignment dated March 14, 2008, owns all right, title and interest in and to U.S. Provisional Patent Application No. 61/020,454, filed January 11, 2008, entitled "DETECTION OF PHAGE AMPLIFICATION BY SERS NANOPARTICLES";

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application not already transferred to Colorado School of Mines by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights; and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it

being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 4-1, 2009

By: Kent J. Voorhees
Kent J. Voorhees

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

On this 1st day of April, 2009, before me a Notary Public in and for said county, personally appeared Kent J. Voorhees who executed the foregoing instrument and acknowledged that he signed, scaled and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(SEAL)

Susan Jean Potter
Notary Public

My commission expires:

February 17, 2013

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Colorado School of Mines

Date: April 2, 2009

By: *Nigel T. Middleton*
Name: NIGEL T. MIDDLETON
Title: PROVOST

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

On this 2nd day of April, 2009, before me a Notary Public in and for said county, personally appeared Nigel T. Middleton, the above-mentioned representative of the Assignee, Colorado School of Mines, who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(SEAL)

Susan Jean Potter
Notary Public

My commission expires: February 17, 2013

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