

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Claudia C. Luhrs	04/27/2009
RECEIVING PARTY DATA	
Name:	Regents of the University of New Mexico
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12480812
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ATTORNEY DOCKET NUMBER:	TTC-65402/08
NAME OF SUBMITTER:	Mark A. Harper, Ph.D.
Total Attachments: 2 source=TTC-65402-LuhrsAssign#page1.tif source=TTC-65402-LuhrsAssign#page2.tif	

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INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from **Claudia C. Luhrs** whose addresses are set forth on the signature page hereof (the "Inventors"), to the Regents of the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Research & Technology Law, 1800 Roma, NE, Room 208, Albuquerque, NM, 87131-0001 (the "University").

WHEREAS, the Inventors, while employed by or enrolled at the University, conceived and/or reduced to practice one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of this Assignment. The disclosure is identified as:

UNM Docket No.	Title
UNM-962	Process to Make Structured Particles

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, the Inventors executed applications for Letters Patent of the United States of America based upon the disclosure above. Any such patent application(s) filed as of the date hereof are described below:

Patent App. Serial No.	Country	Date of Filing	Title
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and

WHEREAS, the University is legally entitled to obtain a formal assignment from the Inventors of their entire right, title, and interest in and to invention(s) and related technology created by Inventors during their employment by the University.

NOW, THEREFORE, the Inventors have individually and jointly agreed to assign and transfer and do hereby assign and transfer unto the University, its successors and assigns their entire right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) all rights of the Inventors in the Patent Application(s) including but not limited to all divisions, Letters Patent, reissues, reexaminations, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries, including but not limited to the right to apply for Letters Patent, Utility Models, or Inventor Certificates or equivalents in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under such countries' domestic laws, international conventions, treaties, or otherwise; and (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by any of the Inventors (all of the foregoing, (a), (b), (c), and (d) being collectively referred to throughout this Assignment as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Applications.

The Inventors have individually and jointly already agreed and do hereby warrant for themselves and their heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as lawfully may, that may be deemed necessary by the University, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain and maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all counties; and the Inventors hereby authorize and request the Commissioner or Patents to issue any and all Letters Patent which may be granted upon any of said applications, to the University as the assignee of the entire right, title, and interest therein.

THE INVENTORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Invention (all income received by the University, or its assignee, from commercialization of the Invention, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Inventors (unless the Inventors have otherwise agreed in writing and so notified the University), forty percent (40%) to STC.UNM, and twenty percent (20%) to the University.
2. For the purpose of enabling the University, its successors and assigns, without further consideration to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the Inventors shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
3. The Inventors authorize the attorneys of record for the Patent Application(s) without further consideration to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
4. The Inventors authorize and request without further consideration all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Inventors warrant and represent without further consideration that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this assignment.
6. If there shall only be one Inventor, all references herein to Inventors shall be deemed to refer to said Inventor. If there shall be more than one Inventor, this assignment may be signed in multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.
7. THE UNDERSIGNED INVENTORS ACKNOWLEDGE BY THEIR RESPECTIVE SIGNATURES HERETO THAT THEY HAVE READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF THEIR CHOOSING CONCERNING THEIR RIGHTS AND OBLIGATIONS HEREUNDER.

Claudia C. Luhrs

04/27/09
Date

Assignor (Claudia C. Luhrs)

Address:

2397 Manzano Loop NE
Rio Rancho, NM 87144
USA

STATE OF NEW MEXICO)

ss.

COUNTY OF BERNALILLO)

The foregoing instrument was subscribed and acknowledged before me, this 27 day of April, 2009 by Claudia C. Luhrs.

Cara R. Hajovsky

Notary Public

My Commission Expires:

6/25/2011

Seal:

