

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Regents Of The University Of Michigan	10/15/2004
RECEIVING PARTY DATA	
Name:	Piu Francis Man
Street Address:	2812 Barclay Way
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48105
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6136212
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-568-3100
Email:	fpoore@woodcock.com
Correspondent Name:	Woodcock Washburn, LLP
Address Line 1:	2929 Arch Street
Address Line 2:	Cira Centre, 12th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2891
ATTORNEY DOCKET NUMBER:	NASS-0018
NAME OF SUBMITTER:	Faith A. Poore
Total Attachments: 4 source=NASS-0018-Assignment#page1.tif source=NASS-0018-Assignment#page2.tif source=NASS-0018-Assignment#page3.tif source=NASS-0018-Assignment#page4.tif	

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AGREEMENT FOR THE REASSIGNMENT OF INTELLECTUAL PROPERTY

File #1258

Ag 1258.501
11/3/04
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This is an agreement between The Regents of The University of Michigan (the "University"), a constitutional corporation of the State of Michigan, and Dr. Piu Francis Man ("Inventor") of 2813 Barclay Way Ann Arbor MI 48105.

- A. Inventor was formerly an employee of the University and has developed and disclosed to the University certain intellectual property entitled "Polymer-based micromachining technology for microfluidic devices" identified by the University's Office of Technology Transfer as File No. 1258 (the "Invention"). The Invention is covered by the following issued US patent: U.S. Patent No. 6,136,212 (the "Patent"). A full disclosure of said Invention and Patent is attached hereto as Appendix A.
- B. Inventor acknowledges that pursuant to the University's Regents Bylaw 3.10 the Invention is the property of the University.
- C. The Inventor has elected to market, protect, and license the Invention without further University involvement and the University desires to revert its ownership interest in the Invention to the Inventor, subject to certain terms and conditions, in order to allow the Inventor to do so effectively.

Therefore, the parties agree as follows:

1. In return for the Inventor's obligations as set forth herein, the University hereby grants to the Inventor its entire right, title and interest in the Invention and Patent, subject to the University's retention of an irrevocable, non-exclusive, royalty-free license to use and practice the Invention internally and further subject to any and all rights or contractual obligations which may exist as the result of government or non-government sponsorship of University research contributing to creation or development of the Invention.
2. The assignment granted in Section 1 above is made subject to the following terms and conditions:
 - a. Any costs associated with protection, marketing, or licensing of the Invention will not be borne by the University and the Inventor shall reimburse the University for any otherwise unreimbursed patent, marketing, or licensing expenses related to the Invention which the University may have incurred prior to the date of this agreement.
 - b. The Inventor shall pay to the University 15% of royalties, equity, or other value received by the Inventor through subsequent marketing and licensing of the Invention. Payments shall be made on a quarterly basis.
 - c. The Inventor shall use due diligence in pursuing appropriate patent, copyright, trademark or other intellectual property protection and in making the benefits of the Invention available to the public on a commercially reasonable basis. Inventor agrees to provide copies of the issued patents, patent applications, trademark or

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- copyright registrations, and/or any license agreements executed for the Invention to the University.
- d. The Inventor shall provide annual reports to the University on the patent prosecution activity and on the efforts made to commercialize the Invention. In addition, the Inventor shall keep complete and accurate records and allow the University access to those records upon request for the purpose of verifying compliance with the terms of this agreement.
 - e. If the Invention is patentable and was conceived or first actually reduced to practice in the performance of work under a funding agreement with the U.S. federal government, the Inventor agrees to take over obligations of the University as set forth in the standard patent rights clause in the funding agreement between the University and the federal agency which provided the funding. The standard patent rights clause is required by the regulations set forth in 37 CFR Part 401 implementing 35 USC 200 et seq and incorporated by reference herein. Inventor understands and acknowledges that the U.S. government retains certain rights in the Invention, that the patent application must so state, and that the assignment contained in this agreement is subject to approval by said federal agency.
 - f. If the Invention consists of copyrightable material or technical data, including computer software and documentation, developed under a U.S. government contract, the Inventor acknowledges that the federal acquisition regulations governing said contract may grant certain rights, including unlimited rights, to the U.S. government.
 - g. The Inventor agrees that, unless appropriate formal University approvals are obtained, continuing development of the Invention will take place without the use of University funds, facilities, or funds administered by the University.
 - h. Except as set forth in Section 1 herein, Inventor agrees to not assign or license the Invention to any University research sponsor under whose funding the Invention was created or developed.
3. Nothing in this agreement shall be construed as an assignment or transfer of rights to currently existing patentable inventions or other intellectual properties made or developed by Inventor in which the University may have an interest, other than the Patent and Invention as disclosed to the University's Technology Management Office and identified in Appendix A, and nothing herein shall be construed as an assignment or transfer of rights to patentable inventions or other intellectual properties which may be created or developed in the future and in which the University may have an interest.
 4. The Inventor shall not use, or allow others to use, the name or trademarks of the University in connection with marketing the Invention without the prior written permission of an authorized official of the University, which permission may be withheld at the University's sole discretion.
 5. Inventor warrants and represents that:

- a. A full and complete disclosure of the Invention has been made to the University's Office of Technology Transfer and is attached hereto as part of Appendix A;
 - b. any outside sponsorship under which the Invention may have been created or developed has been clearly identified as part of such disclosure; and
 - c. all University employee Inventors (or authors in the case of copyrightable materials) have been named and are included as parties to this agreement.
6. If there is more than one Inventor signing this Agreement, the obligations of the Inventors under this Agreement shall be joint and several.
 7. If the Inventor fails to comply with the terms and conditions set forth in this agreement, this assignment shall remain in effect and the University shall have all other rights at law or equity to enforce such compliance.
 8. THE UNIVERSITY MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE INVENTION, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 9. The University makes no warranty that the Invention does not or will not infringe any patent or other proprietary right of third parties or that a valid patent will issue on the Invention.
 10. In no event shall the University be liable for any loss, claim, damage, or liability whatsoever, that may arise from or in connection with use of the Invention.
 11. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, and assigns.
 12. Inventor shall not assign any right or obligation under this Agreement without the prior written approval of the University, which approval shall not be unreasonably withheld.
 13. Neither party shall be deemed to be an agent of the other in connection with the exercise of any rights hereunder, and neither shall have any right or authority to assume or create any obligation or responsibility on behalf of the other.
 14. In the event any term, provision, or covenant of this agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that term will be limited or deleted, but only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the remaining terms, provisions, or covenants shall not in any way be affected or impaired thereby.
 15. All notices or payments shall be made by hand delivery or registered or certified mail to the following addresses; or such address as either party shall designate by written notice given to the other party.

If to the University:

Office of Technology Transfer
University of Michigan
Wolverine Tower, Room 2071
3003 S. State Street
Ann Arbor, MI 48109-1280
ATTN: File No. 1258

If to the Inventor:

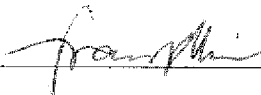
Dr. Piu Francis Man
2813 Barclay Way
Ann Arbor MI 48105

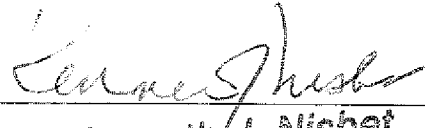
16. Both parties agree to execute any lawful documents consistent with the intent of this agreement which may be required to protect the proprietary rights in the Invention or to confirm or grant any rights set forth in Section 1 of this agreement.

ACCEPTED AND AGREED TO:

INVENTOR

FOR THE REGENTS OF
THE UNIVERSITY OF MICHIGAN



By 

Typed Name Piu Francis Man

Typed Name Kenneth J. Nisbet
Executive Director

Title _____

Title UM Technology Transfer

Date 9/23/04

Date 10/15/04