

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Scott C. Fahrenkrug</td> <td>08/07/2009</td> </tr> <tr> <td>Daniel F. Carlson</td> <td>08/12/2009</td> </tr> <tr> <td>Aron M. Geurts</td> <td>08/10/2009</td> </tr> </tbody> </table>		Name	Execution Date	Scott C. Fahrenkrug	08/07/2009	Daniel F. Carlson	08/12/2009	Aron M. Geurts	08/10/2009
Name	Execution Date								
Scott C. Fahrenkrug	08/07/2009								
Daniel F. Carlson	08/12/2009								
Aron M. Geurts	08/10/2009								
RECEIVING PARTY DATA									
Name:	Recombinetics, Inc.								
Street Address:	2751 Hayes Street NE								
City:	Minneapolis								
State/Country:	MINNESOTA								
Postal Code:	55418								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12504364</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12504364				
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Application Number:	12504364								
CORRESPONDENCE DATA									
Fax Number:	(612)746-3006								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	6126051038								
Email:	sikora@daiplaw.com								
Correspondent Name:	Curtis B. Herbert, Ph.D.								
Address Line 1:	Dardi & Associates, PLLC								
Address Line 2:	220 South Sixth Street, Suite 2000								
Address Line 4:	Minneapolis, MINNESOTA 55402								
ATTORNEY DOCKET NUMBER:	5054.01US02								
NAME OF SUBMITTER:	Curtis B. Herbert, Ph.D.								

Total Attachments: 11
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**PATENT
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ASSIGNMENT

WHEREAS, we, Scott C. Fahrenkrug of Minneapolis, Minnesota, Daniel F. Carlson of Inver Grove Heights, Minnesota and Aron M. Geurts of New Berlin, Wisconsin, have invented certain new and useful improvements in METHODS AND MATERIALS FOR PRODUCING TRANSGENIC ANIMALS, for which an application for Letters Patent of the United States has been made, and which may be identified in the United States Patent Office by Application No. 12/504,364, filed July 16, 2009.

WHEREAS, Recombinetics, Inc. ("Assignee"), a business entity organized and existing under the laws of the State of Minnesota, and having its principal offices at 2751 Hayes Street NE, Minneapolis, Minnesota 55418, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by said Assignee, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said application, all applications claiming priority to said application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We hereby authorize the above mentioned Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the date of execution and/or filing date and application number of said application when ascertained.

We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, 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, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign

countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

Date: Aug 7, 2009

Scott C. Fahrenkrug
Scott C. Fahrenkrug

Subscribed and sworn to before me
this 7th day of August, 2009

Heidi L. Anderson
Notary Public

[Notary Seal]



Date: _____

Daniel F. Carlson

Subscribed and sworn to before me
this ___ day of _____, 2009

Notary Public

[Notary Seal]

countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

Date: _____

Scott C. Fahrenkrug

Subscribed and sworn to before me
this ____ day of _____, 2009

Notary Public

[Notary Seal]

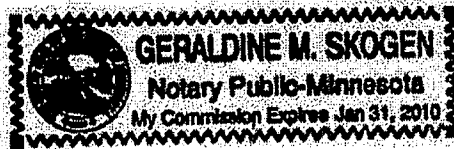
Date: 8/12/09

Daniel F. Carlson
Daniel F. Carlson

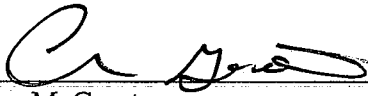
Subscribed and sworn to before me
this 12 day of August, 2009

Geraldine M. Skogen
Notary Public

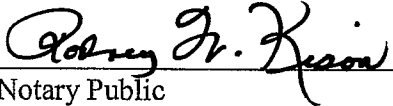
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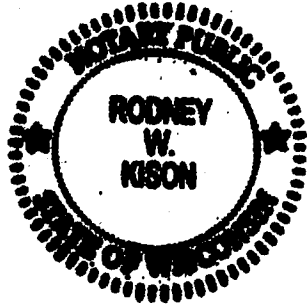
Date: 8/10/9


Aron M. Geurts

Subscribed and sworn to before me
this 10th day of August, 2009


Notary Public

[Notary Seal]





Shaded Area - Internal University Use Only

OTC Agreement No.:

**OTC Docket No.(s): Z08125, Z08138, Z09139,
Z08140**

UNIVERSITY OF MINNESOTA WAIVER AND ASSIGNMENT AGREEMENT

The Regents of the University of Minnesota, a constitutional corporation under the laws of the state of Minnesota ("University"), and the intellectual property creator(s) listed on the signature page to this Agreement ("Creator(s)") agree as follows:

1. The Creator(s) are the identified creator(s) of the intellectual property filed in the Office of Technology Commercialization ("OTC") docket specified in the header to this Agreement and including the patent applications, patents, and copyrights listed in the attachment to this Agreement ("Intellectual Property"). Based upon the information Creator(s) provided to OTC and OTC's review of the patentability or copyrightability of the Intellectual Property and its commercial viability, University initially decided to pursue its protection and commercialization. University has now determined to cease those efforts and gave Creator(s) notice of this determination with an offer to waive the Intellectual Property to Creator(s) in accordance with University Intellectual Property Policy and University Procedures for the Intellectual Property Policy. Creator(s) requested University waive its rights and assign the Intellectual Property to the Creator(s). Subject to the terms described here, this Agreement constitutes a waiver of all the University's rights in the Intellectual Property to Creator(s) and assignment to Creator(s) of University's rights in the patent applications, patents, or copyrights listed in the attachment to this Agreement (in the case of more than one Creator, this waiver and assignment is to the Creators jointly), provided that University retains an irrevocable, nonexclusive right to use the Intellectual Property solely for non-commercial educational, research, and medical purposes and University shall have the right to sublicense its retained rights to one or more non-profit academic or other research institutions.

2. University's waiver and assignment is contingent upon the accuracy and completeness of the Intellectual Property disclosure that Creator(s) submitted to OTC ("Intellectual Property Disclosure") and the statements the Creator(s) made to OTC regarding the Intellectual Property, the identity of the creators of the Intellectual Property, the related funding sources, and any potential conflicts of interest reportable under University's Board of Regents' Institutional Conflict of Interest Policy. If the statements made in the Intellectual Property Disclosure or Creator(s)' statements regarding the Intellectual Property, the identity of the creators of the Intellectual Property, the related funding sources, or potential conflicts of interest are false, incomplete, or materially misleading, University shall have the right (exercisable by delivering a written notice of rescission to the Creator(s)) to rescind this Waiver and Assignment Agreement. In that event, University shall recover all rights it would otherwise have in the Intellectual Property but for the effect of this Waiver and Assignment Agreement and Creator(s) shall grant University an option (exercisable without payment of any additional consideration to Creator(s)) to assume all Creator(s) rights and liabilities under any agreement Creator(s) entered into granting a third party any rights or licenses in or to the Intellectual Property.

FORM: OGC-SC429
Form Date: 01.24.06
Revision Date: 09.04.07

3. This Waiver and Assignment Agreement is limited to the Intellectual Property, as described in the Intellectual Property Disclosure and the related patent applications, patents, and copyrights listed in the attachment. It does not cover future improvements of the Intellectual Property. If such future improvements are made at University, they will be subject to University Intellectual Property Policy.

4. This Waiver and Assignment Agreement is further limited. It does not affect the rights a third party, including the federal government of the United States of America or any other sponsor of the research leading to or resulting in the Intellectual Property, may have in the Intellectual Property. By signing this Agreement, Creator(s) acknowledge that they have informed OTC of all the sponsors of such research of which they are aware and which are listed in the attachment. Creator(s) also acknowledge that they are aware of no other potential third party rights (e.g., rights created by technical contributions from third parties or under material transfer agreements or other agreements with third parties) than those listed in the attachment. If Creator(s) wish to pursue commercialization of the Intellectual Property, Creator(s) are responsible for satisfying such third party rights (if the Intellectual Property was federally funded, the attachment to this Agreement provides information on satisfying federal requirements). This Waiver and Assignment Agreement also does not affect the rights of any other creator of the Intellectual Property who has not been identified.

5. Creator(s) have all responsibility, at Creator(s)' own discretion and expense, for the prosecution and maintenance of the patent applications, patents, or copyrights listed in the attachment. University has no responsibility to prosecute, maintain or take any action concerning any of those patent applications, patents, or copyrights. An explanation for paying any annuities coming due is provided in the attachment.

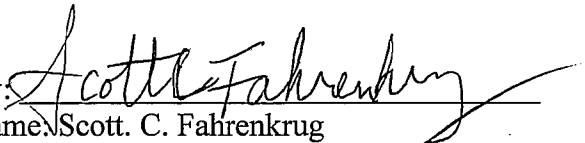
6. This Waiver and Assignment Agreement does not release Creator(s) from Creator(s)' obligations under University's policies, including University's Board of Regents' Conflict of Interest Policy and Intellectual Property Policy. Creator(s) who are currently an employee of University attest by this Agreement that their current Report on External Professional Activities at the University is complete and up to date. Notwithstanding this Waiver and Assignment, Creator(s) may be required to disclose Creator(s)' ownership interest in the Intellectual Property and in any license of the Intellectual Property if Creator(s) engage in research at University concerning the Intellectual Property.


7. By their signatures, University and Creator(s) agree to the above terms and conditions.

Regents of the University of Minnesota

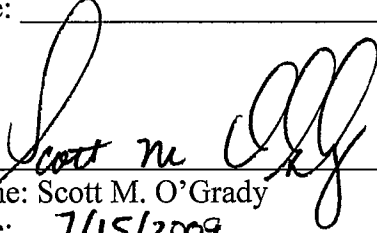
Creator(s)

By: _____
Name: Jay W. Schrankler
Title: Executive Director
Office for Technology Commercialization
Date: _____

By: 
Name: Scott. C. Fahrenkrug
Date: 7/13/09

By: 
Name: Daniel F. Carlson
Date: 7/15/09

By: _____
Name: Aron M. Geurts
Date: _____


By: 
Name: Scott M. O'Grady
Date: 7/15/2009

By: _____
Name: David A. Largaespada
Date: _____

7. By their signatures, University and Creator(s) agree to the above terms and conditions.

Regents of the University of Minnesota

Creator(s)


By: 
Name: Jay W. Schrankler
Title: Executive Director
Office for Technology Commercialization
Date: 7-7-09

By: _____
Name: Scott C. Fahrenkrug
Date: _____

By: _____
Name: Daniel F. Carlson
Date: _____

By: _____
Name: Aron M. Geurts
Date: _____

By: _____
Name: Scott M. O'Grady
Date: _____

By: 
Name: David A. Largaespada
Date: 7/14/09

7. By their signatures, University and Creator(s) agree to the above terms and conditions.

Regents of the University of Minnesota

Creator(s)

By: Jay W. Schrankler
Name: Jay W. Schrankler
Title: Executive Director
Office for Technology Commercialization
Date: 7-7-09

By: _____
Name: Scott. C. Fahrenkrug
Date: _____

By: _____
Name: Daniel F. Carlson
Date: _____

By: Aron M. Geurts
Name: Aron M. Geurts
Date: 7/14/9

By: _____
Name: Scott M. O'Grady
Date: _____

By: _____
Name: David A. Largaespada
Date: _____

FORM: OGC-SC429
Form Date: 01.24.06
Revision Date: 09.04.07

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Intellectual Property Title:
OTC Docket No.(s): Z08125, Z08138, Z09139, Z08140

ATTACHMENT A

1. Patent Applications, Patents, and Copyrights. The following is a complete listing of active patent applications, patents, and copyrights held by University on the above Intellectual Property that is being assigned under this Agreement.

Type	Country	Serial/ Registration No.	Filing/Issue Date	Deadlines	Provisional Applications
Provisional Attorney: Fish & Richardson Contact: Monica McCormick Graham Imminent Actions: Convert to non- provisional by 07/16/2009	US	61/081,293	07/16/2008	07/16/2009	Yes
Attorney: Contact: Imminent Actions:					
Attorney: Contact: Imminent Actions:					
Attorney: Contact: Imminent Actions:					
Attorney: Contact: Imminent Actions:					

2. U.S. Patent Annuities. To maintain the U. S. patent(s) indicated above, annuity fees must be paid at 3 ½, 7 ½, and 11 ½, years from the issue date. There is a six-month grace period following the due date; however, there will be a surcharge in addition to the annuity payment to keep it in force. Creator(s) will be responsible for this payment if they wish to maintain the patent(s). Since fees are subject to change, Creator(s) may wish to confirm the amount by calling 1-800-PTO-9199. The most up-to-date amounts and payment methods are maintained on the Patent and Trademark Office Website at <https://ramps.uspto.gov/eram/>. The U.S. Patent and Trademark Office needs the following information along with the payment payable to the

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Commissioner of Patents & Trademarks: the current address of the payee, patent number and serial number. The mailing address is: U.S. Patent and Trademark Office, Box M-Fee, Washington, D.C. 20231.

3. Foreign Annuities.

Not applicable.

4. Third Party Rights. The following is a complete listing of all third party funding for development of the above Intellectual Property based on the representations of the Creator(s) and any other potential third party rights of which University is aware such as may result from material transfer or other agreements, or technical contributions from third parties. This list specifies whether or not that third party has any continuing rights to the Intellectual Property and what those rights are. The Creator(s) are responsible for satisfying such requirements.

4.1 None

4.2 Federal Funding. The federal government funded the Intellectual Property through grant number 5R56DK074010-02. We have disclosed the Intellectual Property to NIH and informed the agency that University is not continuing to pursue, protect, or commercialize this Intellectual Property. The Creator(s) will need to obtain a government waiver from NIH before proceeding to protect or commercialize the Intellectual Property.