

# PATENT ASSIGNMENT

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
University of Utah	02/26/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	University of Utah Research Foundation
<b>Street Address:</b>	615 Arapeen Dr., Suite 310
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84108
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12621629
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)566-0750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	801-566-6633
<b>Email:</b>	wiseman@tnw.com
<b>Correspondent Name:</b>	Erik S. Ericksen
<b>Address Line 1:</b>	8180 S. 700 E., Suite 350
<b>Address Line 4:</b>	Sandy, UTAH 84070
<b>ATTORNEY DOCKET NUMBER:</b>	00846-U4725
<b>NAME OF SUBMITTER:</b>	Erik S. Ericksen
<b>Total Attachments: 3</b> source=Assignment2#page1.tif source=Assignment2#page2.tif source=Assignment2#page3.tif	

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**PATENT**  
**REEL: 024024 FRAME: 0970**

WHEN RECORDED RETURN TO:

Erik S. Ericksen  
THORPE NORTH & WESTERN, LLP  
P.O. BOX 1219  
SANDY, UTAH 84091-1219

US PATENT APPLICATION 12/621,629  
ATTORNEY DOCKET NO. 00846-U4725

## ASSIGNMENT

WHEREAS, the **University of Utah** (an institution of higher education and a nonprofit organization, organized and existing under the laws of the State of Utah, located at Salt Lake City, Utah) (hereinafter "Assignor") is the owner of a FUNCTIONALLY GRADED CEMENTED TUNGSTEN CARBIDE WITH ENGINEERED HARD SURFACE AND THE METHOD FOR MAKING THE SAME for which a United States Patent Application was filed on November 19, 2009 as THORPE NORTH & WESTERN, LLP Docket No. 00846-U4725, and given U.S. Patent Application Serial No. 12/621,629; and

WHEREAS, the **University of Utah Research Foundation**, a Non-Profit Corporation organized and existing under the laws of the State of Utah, located at 615 Arapeen Dr., Suite 310, Salt Lake City, UT 84108 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries;

the right, power and authority to file and prosecute U.S. and foreign patent applications on said invention in its own name, wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

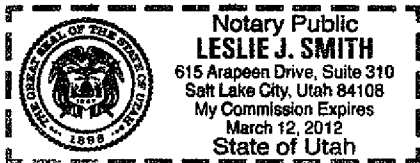
Executed this 26<sup>th</sup> day of February, 2010, at Salt Lake City, ut.

UNIVERSITY OF UTAH

By RK Kulkarni  
Rajiv Kulkarni  
Associate Director

STATE OF UTAH     )  
                              : ss  
County of Salt Lake    )

Before me personally appeared Rajiv Kulkarni who is the Associate Director of the  
Technology Commercialization Office at the University of Utah and duly acknowledged to me  
that he signed this instrument on behalf of the University of Utah this 26<sup>th</sup> day of  
February, 2010.



Leslie J. Smith  
Notary Public