

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
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Xian Wang	05/19/2010
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State/Country:	NEW MEXICO
Postal Code:	88003-8001
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	37000-0906-UT
NAME OF SUBMITTER:	Deborah A. Peacock
<p>Total Attachments: 4</p> <p>source=351-ut-assign-signed#page1.tif</p> <p>source=351-ut-assign-signed#page2.tif</p>	

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**PATENT**  
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## ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventors/Assignors: Sergei Smirnov, Xian Wang

Serial No. 12/723,351

Filing Date: March 12, 2010

Whereas, Sergei Smirnov of 690 Canyon Point, Las Cruces, New Mexico 88011; and Xian Wang of 2450 Hagerty Road, Apartment 17, Las Cruces, New Mexico 88001; (hereinafter referred to as "Assignors") are each employees, former employees, students, or former students of New Mexico State University, Las Cruces, New Mexico 88003 and as such have made a certain invention entitled *Label-Free Biomolecule Sensor Based on Surface Charge Modulated Ionic Conductance* for which a patent application was filed at the expense of their employer, on March 12, 2010, in the United States Patent and Trademark Office. The patent application is filed under attorney docket No. 37000-0906-UT, and is identified as Serial No. 12/723,351, which is a continuation-in-part of Serial No. 11/948,187 filed November 30, 2007, and which claims priority to U.S. Provisional Patent Application Serial No. 61/237,926 filed August 28, 2009.

Whereas, the Assignors are obligated under the provisions of the New Mexico State University Policy Manual, which incorporates the Faculty Handbook, General Operating, Personnel and Benefits Manual ("NMSU Policy Manual") to assign the invention and intellectual property rights relating thereto to New Mexico State University, subject to the terms of the NMSU Policy Manual; and

Whereas, the intellectual property of New Mexico State University, by authority of its Board of Regents, is required to be assigned to ARROWHEAD CENTER, INC., MSC 3IPO, Box 30001, Las Cruces, New Mexico 88003-8001, its successors and assigns (hereinafter referred to as "Assignee").

Now, therefore, in view of the above premises and good and valuable consideration the receipt whereof is hereby acknowledged, and with the agreement that the Assignors and Assignee will abide by the NMSU Policy Manual, and with the further agreement that Assignors' rights to receive money under the NMSU Policy Manual shall extend to Assignors; heirs, successors, and assigns, Assignors do hereby sell, assign and transfer unto Assignee all right, title and interest in and to the invention and all improvements and the interest in and to any and all copyrights and patent applications and patents which may be issued thereon in the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, including all provisional, utility, continuations-in-part, divisions, substitutions, reissues, renewals, continuations, reexaminations or other applications based in whole or in part thereon, and the right to sue for past, present, and future infringement of such rights, in the name of Assignee or its designee.

If the work is a "work made for hire" within the meaning of the Copyright Act (Title 17 of the United States Code), Assignors and Assignee agree that the work shall be considered a work made for hire. And Assignors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion, to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents and copyrights.

Assignors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Assignors which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Assignors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

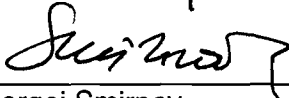
Further, Assignors agree to communicate to Assignee, upon its request, any facts known to Assignors respecting said invention, and to testify in any legal proceedings, to sign all lawful papers, to execute all provisionals, utilities, divisions, continuations, in whole or in part, substitutions, renewals and reissue applications, to execute all necessary assignment papers to cause any and all of said Patents to be issued to Assignee, to make all rightful oaths and generally to do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper protection for said invention.

Assignors' rights in the above-mentioned invention or improvement and Related Know-How and any copyrights, patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Assignors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Assignors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks and the U.S. Copyright Office of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent and copyright registration as shall be granted on said application or applications based thereon to Assignee.

DATED this 19 day of May, 2010.

  
Sergei Smirnov

STATE OF NEW MEXICO

COUNTY OF

Dona Ana

) ss.

This instrument was acknowledged before me this 19 day of May, 2010,  
by Sergei Smirnov.

My commission expires:

Maureen Cammery  
Notary Public

2-29-14

SEAL

DATED this 19 day of May, 2010.

Xian Wang

STATE OF NEW MEXICO

COUNTY OF

Dona Ana

) ss.

This instrument was acknowledged before me this 19 day of May, 2010<sup>10</sup>,  
by Xian Wang.

My commission expires:

Maureen Cammery  
Notary Public

2-29-14

SEAL

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