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 CALIFORNIA	05/24/2006

RECEIVING PARTY DATA

Name:	CALIFORNIA INSTITUTE OF TECHNOLOGY
Street Address:	1200 East California Boulevard
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91125

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11633043

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Total Attachments: 2

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PATENT REEL: 025565 FRAME: 0433

ASSIGNMENT OF PATENT RIGHTS UCLA Case No. 2002-498

In accordance with this agreement, The Regents of the University of California ("The Regents"), a California Corporation, having its statewide administrative offices located at 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200 acting through the offices of The University of California, Los Angeles, located at 10920 Wilshire Boulevard, Suite 1200, Los Angeles, CA 90024-1406 agrees to assign its rights, title and interest in the below-referenced patents and applications based thereon ("Regents' Patent Rights") to the California Institute of Technology ("Caltech"), located at 1200 East California Blvd., Pasadena, CA 91125.

The patents and applications that correspond to the rights transferred by this Assignment are:

<u>UCLA Case No. 2002-498</u> - Pending U.S. Patent Application No. 10/521,714, filed July 28, 2003, with corresponding PCT Application No. PCT/US03/23546, claiming priority of U.S. Provisional Patent Application No. 60/399,594, filed July 30, 2002, entitled, "Superlattice Nanopatterning (SNAP) of Wires and Complex Patterns." Inventors: James R. Heath, Nicholas A. Melosh and Pierre M. Petroff.

This transfer is conditioned on the following terms:

- Licensing Caltech will diligently seek to license Regents' Patent Rights, and will administer the License Agreement for the mutual benefit of the parties to this Agreement and in the public interest. Caltech will seek to have a licensee reimburse. The Regents for costs of patent prosecution and maintenance and related costs incurred prior to assignment. Once a licensee is located, Caltech shall share forty percent (40%) of revenue from the licensing of Regents Patent Rights with the Regents, payable quarterly.
- 2. <u>Indemnification</u> Caltech's Licensee must indemnify, hold harmless and defend The Regents, its officers, employees, and agents, the sponsors of the research that led to the invention, the inventors of the patents and patent applications in Regents' Patent Rights and their respective employers from and against any and all liability, claims, suits, losses, damages, costs, fees and expenses arising out of exercise of any license or any sublicense.

Caltech's Licensee, at its sole cost and expense, must insure its activities in connection with the work under a future license to Regents' Patent Rights and obtain, keep in force and maintain Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a)	Each occurrence	\$5,000,000.
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(c)	Personal and advertising injury	\$5,000,000
(d)	General aggregate (commercial form only)	\$5,000,000

- 3. Reservation of Rights The Regents expressly reserves the right to use Regents' Patent Rights and associated technology for educational, research and non-commercial clinical purposes, including sharing tangible research results with other non-profit institutions for their use of similar scope.
- 4. Sponsorship Obligations The parties agree that with the assignment of patent rights, Caltech also accepts transfer of sponsorship obligations on each of the subject inventions and agrees to be bound by and comply with such obligations. Although Caltech may license the Regents' Patent Rights within its discretion, Caltech will not assign its rights to another entity.
- 5. <u>Disclaimers</u> This agreement does not confer by implication, estoppel, or otherwise any license or rights under any patents of The Regents other than Regents Patent Rights as defined herein, regardless of whether those patents are dominant or subordinate to Regents Patent Rights, or any right to use in advertising, publicity, or other promotional activities any name, trademark, or other designation of The Regents. Unless required by law, the use by Caltech or any licensee or sublicensee of the name "The Regents of the University of California" or the name of any campus of the University of California is prohibited.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Name: Emply Loughran

Title: UCLA Director of Licensing

2004 24, 2004

THE CALIFORNIA INSTITUTE OF TECHNOLOGY

Name: Lawrence Galbert

Title Director, Technology Transfer

5/25/06 Date

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