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S-126,853

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1. Name of conveying party(ies)
The Regents of the University of California

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: United States Department of Energy
Internal Address: _____

Street Address: 1000 Independence Ave., S.W.

City: Washington
State: D.C.
Country: USA Zip: 20585

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) January 6, 2011
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
Serial No. 12/966,739

B. Patent No.(s)

Additional numbers attached? Yes No


5. Name and address to whom correspondence concerning document should be mailed:
Name: Mark P. Dvorscak
Internal Address: U. S. Dept. of Energy, IPLD

Street Address: 9800 S. Cass Ave

City: Argonne
State: IL Zip: 60439
Phone Number: 630-252-2393
Fax Number: 630-252-2779
Email Address: _____

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____
 Authorized to be charged by credit card
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 None required (government interest not affecting title)

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9. Signature:  4/29/2011
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Michael J. Dobbs #58,093
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **2**

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CONFIRMATORY LICENSE

Title: Biological Particles
Contractor: The Regents of the University of California
Contract No: DE-AC02-05CH11231
LBNL Docket No: IB-1730C **DOE Docket No.:** S- tba

Inventor(s): Benner, W. Henry; Krauss, Ronald
M.; Blanche, Patricia J. **US Patent App No.:** 12/966,739
Filing Date: December 13, 2010
U.S. Patent No.:
Issue Date:

Foreign patent applications filed or intended to be filed at contractor's expense in (countries):
(None)

The Contractor certifies that a true copy of the provisions which govern patent rights in "subject inventions" under the above-identified contract is herewith submitted or has been submitted to the U.S. Department of Energy by certification dated October 29, 1996.

WHEREAS, the above-identified contract provides the Contractor with the right to elect to retain title in certain inventions and the Contractor has reported the above-identified invention as a subject invention under the contract, has elected to retain title therein, and has agreed to file a domestic patent application thereon, if not previously filed.

ACCORDINGLY, the Contractor hereby confirms that under the provisions of the above-identified contract governing patent rights, it has granted to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. This license applies to the above-identified invention, the above-identified patent application(s), and any and all divisions or continuations thereof and any resulting patent or reissue patent which may be granted thereon.

The Government reserves for itself, and is hereby granted by the Contractor, the irrevocable power to inspect and make copies of the file wrapper(s) of the above-identified U.S. patent application and of any related or continuation patent application(s), whether domestic or foreign, for the above-identified invention.

It is understood and agreed that this instrument does not preclude the Government from asserting rights under the provisions of the above-identified contract or any other agreement between the Government and the Contractor, or any other rights of the Government with respect to the above-identified invention.

Signed on behalf of: The Regents of the University of California, Lawrence Berkeley National Laboratory
(Contractor)

Witnessed: Sharon Kay Reineman **By:** Michelle Chew Wong 1/6/11
(Signature) (Contractor Official's Signature) (Date)

Sharon Kay Reineman, Admin. Asst.
(Name and Title)

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PATENT