

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wyatt Technology Corporation	06/29/2012
RECEIVING PARTY DATA	
Name:	The Arizona Board of Regents on Behalf of the University of Arizona
Street Address:	888 N. Euclid Ave, Room 204
Internal Address:	Office of Technology Transfer
City:	Tuscon
State/Country:	ARIZONA
Postal Code:	85721
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6768550
Patent Number:	7224462
Patent Number:	7420683
Patent Number:	7710571
CORRESPONDENCE DATA	
Fax Number:	(805)681-0123
Phone:	805-681-9009x234
Email:	dvillalpando@wyatt.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	David N. Villalpando
Address Line 1:	6300 Hollister Ave.
Address Line 2:	Attn: David Villalpando
Address Line 4:	Goleta, CALIFORNIA 93117
ATTORNEY DOCKET NUMBER:	WTCP01-04

CH \$160.00 6768550

NAME OF SUBMITTER:

Philip J. Wyatt

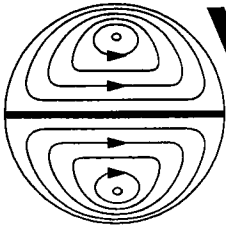
Total Attachments: 4

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Wyatt Technology

CORPORATION

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Gift Agreement

Wyatt Technology Corporation, (hereinafter referred to as "WTC") of 6300 Hollister Avenue, Goleta, CA 93117 is pleased to donate to The Arizona Board of Regents on behalf of The University of Arizona (hereinafter referred to as "UA") at The Office of Technology Transfer, 888 N. Euclid Ave Room 204, Tucson, AZ 85721, a gift of issued United States Patents in the field of surface plasmon resonance (hereinafter referred to as the "Patents"), subject to the stated provisions delineated below.

PURPOSE:

For the purpose of assisting in the advancement of the vital research being conducted at UA, and as a demonstration of its commitment to the excellent academic program offered by the University, WTC agrees to make the aforementioned gift, which, for the purposes of this gift agreement, is valued at \$0.00 (zero dollars).

TERMS AND CONDITIONS:

WTC agrees to assign, and does hereby assign, to UA its undivided interest in the following patents:

1. U.S. Patent No.: 6,768,550
Title: Beam shifting surface plasmon resonance system and method
Issue Date: July 27, 2004
Serial No.: 10/206,886
Filing Date: July 26, 2002
2. U.S. Patent No.: 7,224,462
Title: Beam shifting surface plasmon resonance system and method
Issue Date: May 29, 2007
Serial No.: 10/866,009
Filing Date: June 10, 2004
3. U.S. Patent No.: 7,420,683
Title: Optical membrane formation system and method
Issue Date: September 2, 2008
Serial No.: 10/632,547
Filing Date: August 1, 2003

4. U.S. Patent No.: 7,710,571
Title: Optical membrane formation system and method
Issue Date: May 4, 2010
Serial No.: 12/184,991
Filing Date: August 1, 2008

Concerning Item No. 4 (U.S. Patent No.: 7,710,571), WTC is the assigned co-owner the undivided interest in the patent. However, WTC was unable to attain an assignment from one of the co-inventors, Glen Ramsay, prior to the issuance of the patent. Mr. Ramsay was contacted by WTC's patent counsel, but he was unwilling to execute an assignment at that time. In the future, if WTC subsequently obtains from Mr. Ramsay an assignment of Mr. Ramsay's co-inventorship interest in Item No. 4 (U.S. Patent No.: 7,710,571), WTC hereby irrevocably assigns to UA such interest in full.

With the exception of Item 4 listed above (U.S. Patent No.: 7,710,571), to the best of WTC's knowledge, the Patents to be donated are not the subject of any current, pending or anticipated claims against their title or any other dispute, litigation or infringement action.

WTC will further supply to UA all files in its possession relating to the 4 (four) donated Patents listed above.

All Patents and related files are donated AS-IS, and no claim is made to the validity, utility or value of said Patents or completeness of said files. Any conflicts or issues of title and ownership, known or unknown, of these Patents shall be passed onto UA upon the execution of this agreement. WTC shall execute and deliver all additional assignments and documents that may be required to perfect and record this assignment of patents; and without limitation of the foregoing, WTC shall be responsible for completing the assignment and filing such assignments with the USPTO at WTC's expense.

UA is responsible for the following:

- UA intends to acknowledge WTC's support of UA in accordance with the policies of the Arizona Board of Regents on behalf of the University of Arizona, including press releases, donor listings, and features in publications, including internet publications. WTC shall contact UA at the address first given above if it prefers to be excluded from such releases, listings and publications.
- UA agrees to provide WTC with a letter as the official gift receipt from UA.

ADMINISTRATION:

- UA assumes responsibility for all maintenance of said Patents, and payment of all maintenance fees. However, UA is not required to maintain the live status of said Patents and may allow them to expire by non-payment of maintenance fees,

express abandonment, *etc.*, where appropriate, if it chooses to do so.

- This gift agreement constitutes the entire agreement between WTC and UA with respect to the subject matter of said agreement, and no other prior or contemporaneous written or oral negotiations, agreements or understandings shall be binding or effective.
- Modifications to this gift agreement may be requested by the parties, as needed, to meet the expressed intent of this agreement. Any proposed modifications must be in writing and agreed to by both the parties to this agreement.
- No goods or services were provided, or will be provided, to WTC in exchange for this gift to UA.
- Nothing in this Agreement creates any partnership, joint venture, or agency relationship between the parties. Neither party has any authority to enter into agreements of any kind on behalf of the other party or to bind or obligate the other party in any manner to any third party.

MISCELLANEOUS


- WTC acknowledges and agrees that it is the responsibility of WTC to consult with its own tax or legal advisors to determine the availability and amount of any tax deduction, and the actual gift date for tax purposes.
- This gift to the UA may be tax deductible as charitable giving by the donor, to the extent allowed by law, according to section 501(c)(3) of the Internal Revenue Code and IRS regulations. UA's tax identification number is 74-2652689.
- The date of final execution of this gift agreement reflects UA's agreement.

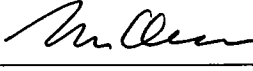
- The processing date and is not necessarily determinative of the actual gift date.

The aforementioned provisions have been mutually agreed upon by both parties concerned, and this gift agreement is entered into on the below date, as evidenced by the signatures affixed hereto.

Wyatt Technology Corporation

The Arizona Board of Regents, on behalf of
The University of Arizona

By:  (signature)

By:  (signature)

Philip J. Wyatt

Print name: Nina Ossanna

Chief Executive Officer

Title: Interim Director OTI

Date: 6/29/2012

Date: 6/28/12