## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Yuhua Ge Ph.D	05/18/2012
Zheng-Hui He Ph.D	05/29/2012
Weiming Wu Ph.D	05/31/2012

## **RECEIVING PARTY DATA**

Name:	San Francisco State University
Street Address:	1600 Holloway Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94132

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13656105

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 559-278-0857
Email: gliu@csufresno.edu

Correspondent Name: Grace Liu

Address Line 1: 4910 N. Chestnut

Address Line 4: Fresno, CALIFORNIA 93726

ATTORNEY DOCKET NUMBER:	SFSU GRAMINE
NAME OF SUBMITTER:	Grace Liu

Total Attachments: 12

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## **INVENTION ASSIGNMENT AGREEMENT**

This Invention Assignment Agreement (the "Agreement")

BETWEEN:

The Trustees of the California State University, which is the State of California acting in an educational capacity, on behalf of San Francisco State University (hereinafter referred to as "SF STATE"), located at 1600 Holloway Avenue,

San Francisco, California 94132

AND:

Yuhua Ge ("Developer")

Cuipingdongnan, Building 52, Room 1002

Jiangning District, Nanjing,

Jiangsu Province China, Zip code 211106

is effective the date of its execution by both parties.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties intending to be legally bound hereby, do promise and agree as follows:

#### 1. ASSIGNMENT

Developer hereby assigns to SF STATE exclusively throughout the world all right, title and interest (choate or inchoate) in (i) the subject matter referred to in Exhibit A ("Invention"), (ii) all precursors, portions and work in progress with respect hereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof; and, (iii) all copyrights, patent rights, trade secret rights, trademark rights, database rights and all other intellectual and industrial property rights of any sort and all business, contract rights and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property").

## 2. CONSIDERATION

In consideration of the assignment of rights granted herein, SF STATE agrees to pay Developer a share of revenue, if any, resulting from commercialization of the Invention. SF STATE will pay to Developer an amount equal to fifty percent (50%) of the Net Revenue received by SF STATE for any license or sale of the Invention. Net Revenue is revenue actually received by SF STATE net of any costs for securing, maintaining or defending patent protection for the Invention. Such costs shall explicitly include the costs of filing for and obtaining patent protection, any maintenance fees for the same, and the costs of defending any challenges brought to any patent ultimately obtained or defending against any claims of infringement of the intellectual property rights of others y SF STATE incurred as a result of efforts to commercialize the Invention. Notwithstanding the foregoing, SF STATE determines, in its sole discretion, that such protection is not desirable. Within three months of the end of each calendar year, S STATE shall provide to Developer a payment of Net Revenue for the preceding year along with a written report setting forth the gross revenue received by SF STATE for any license or sale of the Invention, the deductions for costs taken, and the resulting Net Revenue.

Invention Assignment Agreement

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## 3. FURTHER ASSURANCES; MORAL RIGHTS; COMPETITION; MARKETING

Developer agrees to assist SF STATE in every legal way to evidence and record the Section 1 assignment, to apply for and obtain recordation of, and from time to time enforce, maintain, and defend the assigned rights. If SF STATE is unable for any reason whatsoever to secure the Developer's signature to any document it is entitled to under this Section 3, Developer hereby irrevocably designates and appoints SF STATE and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Developer, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Developer.

To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights"). To the extent Developer retains any such Moral Rights under applicable law, Developer hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by SF STATE; Developer agrees not to assert any Moral Rights with respect thereto. Developer will confirm any such ratifications, consents and agreements from time to time as requested by SF STATE.

## 4. CONFIDENTIAL INFORMATION

Developer will not use or disclose anything assigned to SF STATE hereunder or any other technical or business information or plans of SF STATE, except to the extent Developer (i) can document that it is generally available (through no fault of Developer) for use and disclosure by the public without any charge, license or restriction, or (ii) is permitted to use or disclose such information or plans pursuant to any Proprietary Information and Inventions Agreement by and between Developer and SF STATE of even date herewith. Developer recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm SF STATE, and that SF STATE is entitled to equitable relief (including, without limitations, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

## 5. WARRANTY

Developer represents and warrants to SF STATE that the Developer: (i) was the sole owner (other than SF STATE or others employed by SF STATE) of all rights, title and interest in the Intellectual Property and the Invention, (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered any intellectual Property or the Invention or agreed to do so, (iii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (iv) is not aware of any violation infringement or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property or the Invention, [(v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in Section 1,] and (vi) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.

#### 6. NOTICE

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the above-mentioned addresses or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for

Invention Assignment Agreement

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any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

## 7. MODIFICATION OF AGREEMENT

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

## 8. ENTIRE AGREEMENT

This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

## 9. SEVERABILITY OF AGREEMENT

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

## 10. GOVERNING LAW, VENUE

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of CALIFORNIA. Any lawsuit arising from a dispute regarding the terms or enforcement of this Agreement shall be brought in the Federal Court for the Northern District of California or in the courts of the City and County of San Francisco.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representatives.

FOR SAN FRANCISCO STATE UNIVERSITY	DEVELOPER	N	
ZZZNENI -	Yerhun	Ge ( Eggi	)
Stephen C. Smith	Yuhua Ge <sup>l</sup>		
Director of Procurement	Man 18,	2012	
Date	Date /		
Invention Assignment Agreement		Page 3 of 3	

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# Confidential Material

# Exhibit A

The two molecules described below are derivatives of natural product gramine and have been tested against a cyanobacterium (*Microcystis aeruginosa*) responsible for toxic algae bloom. Both of them are found to be very effective against the cyanobacterium strain.

5,6-dichlorogramine, Compound 9 in the document, molecular formula  $C_{11}H_{12}Cl_2N_2$ 

The molecule has been described in the scientific literature, but its use against toxic algae bloom is new.

5,6,7-trichlorogramine, New Compound in the document, molecular formula  $C_{11}H_{11}Cl_3N_2$ 

This is new molecule.

The patent will cover these molecules and related gramine derivatives such as other halogenated chemicals.

## INVENTION ASSIGNMENT AGREEMENT

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BETWEEN: The Trustees of the California State University, which is the State of California

acting in an educational capacity, on behalf of San Francisco State University (hereinafter referred to as "SF STATE"), located at 1600 Holloway Avenue,

San Francisco, California 94132

AND: Zheng Hui He ("Developer")

28 Tapia Drive

San Francisco, CA 94132

is effective the date of its execution by both parties.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties intending to be legally bound hereby, do promise and agree as follows:

#### 1. ASSIGNMENT

Developer hereby assigns to SF STATE exclusively throughout the world all right, title and interest (choate or inchoate) in (i) the subject matter referred to in Exhibit A ("Invention"), (ii) all precursors, portions and work in progress with respect hereto and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof; and, (iii) all copyrights, patent rights, trade secret rights, trademark rights, database rights and all other intellectual and industrial property rights of any sort and all business, contract rights and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively "Intellectual Property").

## 2. CONSIDERATION

In consideration of the assignment of rights granted herein, SF STATE agrees to pay Developer a share of revenue, if any, resulting from commercialization of the Invention. SF STATE will pay to Developer an amount equal to fifteen percent (15%) of the Net Revenue for any license or sale of the Invention. Net Revenue is revenue actually received by SF STATE net of any costs for securing, maintaining or defending patent protection for the Invention. Such costs shall explicitly include the costs of filing for and obtaining patent protection, any maintenance fees for the same, and the costs of defending any challenges brought to any patent ultimately obtained or defending against any claims of infringement of the intellectual property rights of others SF STATE incurred as a result of efforts to commercialize the Invention. Notwithstanding the foregoing, SF STATE determines, in its sole discretion, that such protection is not desirable. Within three months of the end of each calendar year, SF STATE shall provide to Developer a payment of Net Revenue for the preceding year along with a written report setting forth the gross revenue received by SF STATE for any license or sale of the Invention, the deductions for costs taken, and the resulting Net Revenue.

## 3. FURTHER ASSURANCES; MORAL RIGHTS; COMPETITION; MARKETING

Invention Assignment Agreement

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Invention Assignment Agreement

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#### MODIFICATION OF AGREEMENT

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FOR SAN FRANCISCO STATE UNIVERSITY	DEVELOPER
Stephen C. Smith	Zheng Hui He
Director of Procurement	
and I hand hand	05/29/2012
Date	Date

Invention Assignment Agreement

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# Confidential Material

## Exhibit A

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AND: Weiming Wu ("Developer")

981 Peralta Dr. Albany, CA 94706

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Invention Assignment Agreement

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Invention Assignment Agreement

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FOR SAN FRANCISCO STATE UNIVERSITY	DEVELOPER		
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Stephen C. Smith	Weiming Wu	***************************************	OOO
Director of Procurement			
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# Confidential Material

## Exhibit A

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The molecule has been described in the scientific literature, but its use against toxic algae bloom is new.

5,6,7-trichlorogramine, New Compound in the document, molecular formula  $C_{11}H_{11}Cl_3N_2$ 

This is new molecule.

**RECORDED: 10/24/2012** 

The patent will cover these molecules and related gramine derivatives such as other halogenated chemicals.