

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF MARYLAND, BALTIMORE COUNTY	05/21/2013
RECEIVING PARTY DATA	
Name:	DR. CHRIS GEDDES
Street Address:	817 DEEPWOOD COURT
City:	BEL-AIR
State/Country:	MARYLAND
Postal Code:	21015
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US1229609
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	037135-341
NAME OF SUBMITTER:	Marianne Fuierer
Signature:	/mariannefuierer/
Date:	06/10/2013
Total Attachments: 2 source=GeddesAssignment#page1.tif source=GeddesAssignment#page2.tif	

OP \$40.00 US1229609

## ASSIGNMENT OF RIGHTS AGREEMENT

This Agreement, effective this 21<sup>st</sup> day of May 2013, is by and between University of Maryland, Baltimore County, having an address of 1000 Hilltop Circle, Baltimore, Maryland 21250, a constituent institution of the University System of Maryland, which is an agency of the State of Maryland (hereinafter "UMBC") and Dr. Chris Geddes of 817 Deepwood Court, Bel Air, Maryland 21015 (hereinafter referred to as "Dr. Geddes").

### WITNESSETH:

WHEREAS, one or more inventions disclosed in "Metal Enhanced Carbon Dot Fluorescence: A New Probe, Novel Architecture and Applications" (UMBC Ref. 2628CG) naming Chris Geddes as the sole inventor, have been developed during the course of research conducted by Dr. Geddes at UMBC (hereinafter the "Invention"); and

WHEREAS, UMBC has acquired, in accordance with University System of Maryland, Board of Regents, Intellectual Property Policy, dated July 1, 2002, and through assignment from Dr. Geddes in furtherance of that Intellectual Property Policy, all right, title and interest in and to the Invention; and

WHEREAS, UMBC has determined that commercialization of the Invention is best served by releasing title back to Dr. Geddes; and

WHEREAS, Dr. Geddes desires to obtain all right, title and interest in the Invention and to pursue commercialization throughout the world;

NOW, THEREFORE, in consideration of the foregoing premises and the following mutual covenants, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Subject to the license of paragraph 2 and receipt of payments due under paragraph 3, UMBC hereby assigns its entire right, title, and interest throughout the world, including all rights to claim priority, in and to the Invention and to International patent application no. PCT/US2012/029609 filed on March 19, 2012 and to any and all United States and foreign applications and patents thereof, to Dr. Geddes.
2. Dr. Geddes hereby grants UMBC and The University System of Maryland a paid-up, nonexclusive license to use the Invention and related intellectual property rights for their research, not-for profit funding pursuits, educational and training purposes.
3. Within 45 days of execution of this assignment, Dr. Geddes shall remit to UMBC \$9,077.33 to reimburse UMBC for patent expenses. In addition, Dr. Geddes agrees to remit to UMBC ten percent (10%) of Net Revenue

UMBC Ref. 2628CG

directly attributable to the Invention and received by Dr. Geddes, his spouse or immediate family or any corporation or other legal entity, the majority ownership of which is held in the aggregate by inventor, his spouse or immediate family in connection with commercialization (if any) of the Invention until UMBC has received an additional \$9,077.33. Such Net Revenue shall be net of all reasonable costs and shall be calculated based on royalties and/or licensing fees directly attributable to the Invention together with any cash or equity received in connection with an assignment or a license, by Dr. Geddes, his spouse, immediate family or any corporation or other legal entity, the majority ownership of which is held in the aggregate by inventor, his spouse or immediate family of rights in or to the Invention. Reasonable costs shall include those associated with acquisition, maintenance, assertion, licensing and/or enforcement of intellectual property rights in the Invention as well as any costs including those related to development, manufacturing, sales, etc., reasonably associated with the commercialization or attempted commercialization (if any) of the Invention. Revenues received by UMBC pursuant to this Paragraph shall not be subject to distribution under UMBC's Intellectual Property Policy.

4. Dr. Geddes acknowledges that any further development of the Invention by Dr. Geddes using UMBC resources or through his role as a UMBC employee, shall be subject to University policy and shall be reported to the Office of Technology Development and assigned to UMBC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the date appearing below their names.

UNIVERSITY OF MARYLAND,  
BALTIMORE COUNTY

DR. CHRIS GEDDES

By: Wendy Martin

Wendy Martin

Director, Technology Development

By: Dr C

Chris Geddes, Ph.D.

Date: May 21, 2013

Date: May 24<sup>th</sup> 2013

UMBC Ref. 2628CG