

SOFTWARE ASSIGNMENT TO UNM

ASSIGNMENT from _____ whose addresses are set forth on the signature page hereof (the "Creators"), to the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Patent Administration Office, Hokona Hall, Zuni Wing, Rm. 357, Albuquerque, New Mexico 87131 (the "University").

WHEREAS, the Creators, while employed by the University, conceived and/or reduced to practice the computer software works (the "Works") which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of this Assignment. The disclosure is identified as:

<u>UNM Docket No.</u>	<u>Title</u>
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(both the disclosure and the associated materials are collectively referred to herein as the "Software Disclosure");

WHEREAS, one or more patent application(s) either may have been or may be filed in the future in the United States Patent and Trademark Office and other patent offices covering the Works described in this Software Disclosure (collectively, the "Patent Application(s)"). Any such patent application(s) filed as of the date hereof are described below:

<u>Patent App. Serial No.</u>	<u>Country</u>	<u>Date of Filing</u>	<u>Title</u>
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and

WHEREAS, the University is legally entitled to obtain a formal assignment from the Creators of their entire right, title, and interest in and to the Works, and any patent rights and copyrights inherent therein or related thereto,

NOW, THEREFORE, the Creators hereby sell, assign and transfer unto the University all of the Creators' interest, right and title in and to the following computer software work(s): _____ ("Works"), including all source code, object code, screen displays, icons, and user manuals associated therewith, and updated versions, earlier works, derivative works and variations of any of the above, as well as the right to secure and renew copyrights in the United States and all other countries of the world, and the right to sue for past, present, and future infringement of such rights, in the name of the University. Creators further agree to cooperate with the University and to execute all documents necessary to secure and renew such rights, and that upon registration of the Works a memorandum may be recorded with the United States Copyright Office noting the applicability of this assignment to the registration certificate. Creators further waive any moral rights, including rights of attribution and integrity that Creators may have in the copyrighted Works. Creators agree that the Works shall be considered "works made for hire" if they are so defined within the meaning of the Copyright Act (Title 17 of the United States Code).

FURTHERMORE, the Creators do hereby assign and transfer unto the University all their right, title, and interest in and to: (a) the Works described in the Software Disclosure and/or any applicable Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, tradename, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid Works and/or that is included in the Software Disclosure, whether or not covered by any applicable Patent Application(s); (c) any applicable Patent Application(s) including but not limited to all divisions, reissues, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries; (d) all improvements to the Works described in the Software Disclosure and/or applicable Patent Application(s) hereafter made or invented by any of the Creators during their employment with the University.; and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on any applicable Patent Application(s).

THE CREATORS FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Works (all income received by the University, or its assignee, from commercialization of the Works, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Creators (unless the Creators have otherwise agreed in writing and so notified the University), forty percent (40%) to the Science & Technology Corporation @ UNM, and twenty percent (20%) to the University.
2. For the purpose of enabling the University, its successors and assigns, to obtain, defend and enforce all United States and foreign intellectual property rights in the Works , the Creators shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
3. The Creators authorize the attorneys of record for any applicable Patent Application(s) to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
4. The Creators authorize and request all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Creators authorize and request all copyrights registered with regard to the Works to be registered in the name of the University, its successors and assigns.
6. The Creators warrant and represent that no assignment, sale, agreement or encumbrance has been or will be made or entered into by them which would conflict with this Assignment.
7. If there shall only be one Creator, all references herein to Creators shall be deemed to refer to said Creator. If there shall be more than one Creator, this Assignment may be signed in

multiple counterparts and all such counterparts shall be deemed to constitute a single instrument.

8. THE UNDERSIGNED CREATORS ACKNOWLEDGE BY THEIR RESPECTIVE SIGNATURES HERETO THAT THEY HAVE READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL

COUNSEL OF THEIR CHOOSING CONCERNING THEIR RIGHTS AND OBLIGATIONS
HEREUNDER.

Assignor: _____ Date

Address:

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was subscribed and acknowledged before me, this
_____ day of _____, 2004, by _____.

Notary Public

My Commission Expires:

_____ Seal:

Assignor: _____ Date

Address:

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was subscribed and acknowledged before me, this
_____ day of _____, 2004, by _____.

Notary Public

My Commission Expires:

_____ Seal:

Assignor:
Address:

Date

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO) ss.

The foregoing instrument was subscribed and acknowledged before me, this
_____ day of _____, 2004, by _____.

Notary Public

My Commission Expires:

Seal:

Rob.1178