License Agreement

This License Agreement ("Agreement"), is made and entered into on _____, (the "Effective Date") between the University of Houston ("UH"), an agency of the State of Texas pursuant to Chapter 111, Texas Education Code, and having offices at the Office of Intellectual Property Management, 316 E. Cullen Building, Houston, TX 77204-2015, and _____ _____ ("Licensee"), having its principal office at _____. The signatories to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party", as applicable.

UH is Owner by assignment from _____ of their entire right, title, and interest in the Invention Rights as further described in Appendix "A" attached to this Agreement and incorporated herein by reference; and

UH is committed to a policy that ideas and creative works produced at UH or produced using UH resources, should be used for the greatest possible public benefit; and

UH accordingly believes that reasonable incentive should be provided for the prompt introduction of those ideas into public use, in a manner consistent with the public interest; and

Licensee desires to obtain an ☐ exclusive ☐ nonexclusive, ☐ worldwide ☐ limited geographical area (please specify) _____ License to practice the above referenced Invention Rights and to manufacture, use, and sell in the commercial market the products made under this Agreement; and

UH desires to grant a license to Licensee by the terms of this Agreement.

In consideration of the premises and mutual covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement, the following words and phrases mean the following:

1. Invention Rights means: (1) the discoveries, know-how, information and inventions created by the Inventor(s) and further described in Appendix "A"; and (2) the United States Patent Application Serial No. _____ filed _____, the inventions described and claimed, and any divisions, continuations, continuations in part to the extent the claims are directed to subject matter specifically described in U.S. Patent Application Serial Number _____, patents issuing or reissues; and (3) any and all foreign patents and patent applications corresponding to the invention; which will be automatically incorporated in and added to this Agreement and will periodically be added to Appendix "A" attached to this Agreement and will be made a part of this Agreement.
2. Licensed Products means products claimed in Invention Rights or products made under or by Licensed Processes.
3. Licensed Processes means the processes claimed in Invention Rights or some portion of the Invention Rights.
4. Licensed Territory means _____.
5. Net Sales means the amount billed or invoiced on sales of Licensed Products less:
    a. Customary trade, quantity or cash discounts, and non affiliated brokers' or agents' commissions actually allowed and taken;
    b. Amounts repaid or credited because of rejection or return; and

**Standard Form Approved
by the University of Houston System
Office of the General Counsel
Office of Contract Compliance**

c. To the extent separately stated on purchase orders, invoices, or other documents of sale, taxes levied on and other governmental charges made as to production, sale, transportation, delivery, or use and paid by or on behalf of Licensee.

6. Affiliates means any company, corporation, or business in which Licensee owns or controls at least 50% of the voting stock.

7. Field means _____.

ARTICLE 2 – GRANT

1. UH grants to Licensee and Licensee accepts an ☐ exclusive ☐ nonexclusive, ☐ worldwide ☐ limited geographical area (please specify) _____ License under Invention Rights to make, have made, use, lease, and sell Licensed Products, and to practice Licensed Processes within Licensed Territory for use in Field, for a term of # years commencing insert commencement date. License includes the right to grant sub-licenses, subject to UH's prior, written approval, which approval will not be unreasonably withheld. To provide Licensee with a period of exclusivity, UH agrees it will not grant licenses under Invention Rights to others except as required by UH's obligations in Section 2.2 or as permitted in Section 2.2.

2. The granting and acceptance of this license is subject to the following conditions:

   a. UH's Board of Regents Policies, University of Houston System, April 1999 (Paragraph 21.08 on Intellectual Property), Public Law 96 517, Public Law 98 620 and UH's obligations under agreements with other sponsors of research. Any right granted in this Agreement greater than that permitted under Public Law 96 517 or Public Law 98-620 is subject to modification as may be required to conform to the provisions of that statute.

   b. UH has the right to make, use, and grant non exclusive licenses to make and use, for research purposes only, and not for any commercial purpose, the subject matter described and claimed in Invention Rights, provided this grant is for an exclusive, worldwide license in all fields.

   c. Licensee will use its best efforts to effect introduction of Licensed Products into the commercial market as soon as practicable, consistent with sound and reasonable business practices and judgment; until the expiration of this Agreement, Licensee will use its best efforts to keep Licensed Products available to the public.

   d. UH has the right to terminate or render this license non exclusive at any time after 3 years from the date of license if, in UH's sole, reasonable judgment, Licensee:

      (1) has not put Licensed Products into substantial commercial use in the country or countries where licensed, directly or through a sublicense, or

      (2) is not keeping Licensed subject matter reasonably available to the public, or

      (3) is not demonstrably engaged in a research, development, manufacturing, marketing, or licensing program, as appropriate, directed toward this end.

      {Specific performance milestones are as follows:}

      In making this determination UH will take into account the normal course of programs conducted with sound and reasonable business practices and judgment, and will take into account the reports provided by Licensee.

   e. All sub-licenses granted by Licensee shall include a requirement that the sub-licensee use its best efforts to bring the subject matter of the sub-license into commercial use as quickly as is reasonably possible and shall bind the sub-licensee to meet Licensee's

obligations to UH under this Agreement; and a copy of this Agreement, will be attached to the sub-license agreements. Royalties charged for sub-licenses by Licensee will not be in excess of normal trade practice. Licensee shall provide copies of all sub-license agreements to UH within 10 working days of granting the sub-license.

f. If Licensee is unable or unwilling to grant sub-licenses, either as suggested by UH or a potential sub-licensee or otherwise, UH may directly license to the potential sub-licensee unless Licensee reasonably satisfies UH that the sub-license would be contrary to sound and reasonable business practice and that the granting of a sub-license would not materially increase the availability to the public of products manufactured under this license.

g. A license in any other field of use in addition to Field shall be the subject of a separate agreement and shall require Licensee's submission of evidence, satisfactory to UH, demonstrating its willingness and ability to develop and commercialize the kinds of products or processes likely to be encompassed in the other field.

3. Upon expiration of the period of exclusivity of this license, UH may at its sole option extend the period of exclusivity, extend License on a non exclusive basis, or permit License to terminate.

4. If this is an exclusive, worldwide license, UH grants to Licensee the right to extend Licenses granted or to be granted in Sections 2.1 and 2.3 to an Affiliate subject to the terms and conditions of this Agreement.

5. All rights reserved to the United States Government and others under Public Law 96 517 and 98 620 remain and are in no way affected by this Agreement.

ARTICLE 3 – DUE DILIGENCE

1. Licensee will use its best reasonable efforts to bring Licensed Products to market through a thorough, vigorous, and diligent program for timely and economic exploitation of Invention Rights. UH will use reasonable efforts to reduce to working, physical embodiments Inventions covered by Invention Rights, through a thorough, vigorous, and diligent research, development, and testing program.

2. Licensee's failure to perform under Section 3.1 is grounds for UH to terminate this Agreement pursuant to Section 9.2. UH's failure to perform under Section 3.1 is grounds for Licensee to terminate this Agreement, pursuant to Section 7.3.

ARTICLE 4 – ROYALTIES

1. Licensee shall pay to UH a non refundable license fee in the sum of $_____ upon execution of this Agreement.

a. Licensee shall pay UH, during the term of License referenced in Section 2.1, a royalty of _____% of the Net Sales of all Licensed Products sold by Licensee and its Affiliates or sub-licensees. In the case of sublicenses, Licensee shall also pay to UH _____% of non royalty sublicense income (e.g., license issue fees, license maintenance fees, etc.)

b. If this license is converted to a non exclusive one and if other non exclusive licenses are granted having substantially the same terms and conditions as the converted non-exclusive license, then the above royalties will not exceed the royalty being paid by other licensees during the term of the non exclusive license.

c. On sales between Licensee and its Affiliates or sublicensees for resale, the royalty shall be paid on the resale.

d. Licensee's failure to comply with any requirement set forth in Section 4.2 will constitute a material breach of this Agreement.

2. UH has the right to terminate this license if Licensee does not pay to UH at least the following amounts in license maintenance fees and minimum royalties: $_____

_____

_____

ARTICLE 5 – REPORTING

1. Before signing this Agreement, Licensee has provided to UH a written research and development plan under which Licensee intends to bring the subject matter of Licenses granted into commercial use upon execution of this Agreement. Licensee represents that: (i) the plan includes projections of sales and proposed marketing efforts; (ii) the plan is based on reasonable and sound business principles; and, (iii) Licensee is, at the time of executing this Agreement, capable of fully and successfully performing the plan.

2. Licensee shall provide written annual reports within 60 days after June 30 of each calendar year which will include, but not be limited to: reports of progress on research and development, regulatory approvals, manufacturing, sublicensing, marketing and sales during the preceding 12 months as well as plans for the coming year. If progress differs from that anticipated in the plan provided under 5.1, Licensee shall explain the reasons for the difference and propose a modified plan for UH's review and approval. Licensee shall also provide any reasonable additional data UH requires to evaluate Licensee's performance. Licensee's failure to provide written annual reports as provided in Section 5.2 will constitute a material breach of this Agreement.

3. Licensee shall report to UH the date of first sale of Licensed Products (or results of Licensed Processes) in each country within 30 days of occurrence.

    a. Licensee agrees to submit to UH within 60 days after the calendar half years ending June 30 and December 31, reports setting forth for the preceding 6 month period at least the following information:

        (1) the number of Licensed Products sold by Licensee, its Affiliates and sub-licensees in each country;

        (2) total billings for Licensed Products;

        (3) an accounting for all Licensed Processes used or sold;

        (4) deductions applicable to determine the Net Sales;

        (5) the amount of royalty due ;

        and with each royalty report, to pay the amount of royalty due. The report will be certified as correct by an officer of Licensee and include a detailed listing of all deductions from royalties as specified in this Agreement. The written report will state if no royalties are due to UH for any reporting period. If royalties for any calendar year do not equal or exceed the minimum royalties established in Section 4.3, Licensee will include the balance of the minimum royalty with the payment for the applicable half-year.

    b. All payments due are payable in United States dollars. Conversion of foreign currency to U.S. dollars shall be made at the conversion rate existing in the United States (as reported in the New York Times or, if not in the Times, then in the Wall Street Journal) on the last working day of each royalty period. Payments shall be without deduction of exchange, collection, or other charges.

    c. All reports shall be maintained in confidence by UH, except as required by law, including Public Law 96-517 and 98-620.

    d. Late payments are subject to an interest charge of one and one half percent (1 1/2%) per month.

ARTICLE 6 – RECORD KEEPING

Licensee will keep, and require its Affiliates and sub-licensees to keep, current, accurate and correct records of Licensed Products made, used or sold under this Agreement, appropriate to determine the amount of royalties due to UH. Records must be retained for at least three (3) years following a given reporting period. They must be available during normal business hours for inspection at the expense of UH by UH's Internal Audit Department or by a Certified Public

Accountant selected by UH and approved by Licensee to verify reports and payments. The accountant will not disclose to UH any information other than information relating to accuracy of reports and payments made under this Agreement. If the inspection shows an underreporting and underpayment then Licensee shall pay the cost of the examination as well as any additional sum that would have been payable to UH had Licensee reported correctly, plus interest.

ARTICLE 7 – DOMESTIC AND FOREIGN PATENT FILING AND MAINTENANCE

1. Licensee shall reimburse UH for all reasonable expenses UH has incurred for the preparation, filing, prosecution, litigation, claims, defense, and maintenance of Invention Rights and shall reimburse UH for all future expenses upon receipt of invoices from UH. Licensee agrees to submit full payment of patent expenses to UH within 30 days of UH sending invoices to Licensee. Late payment of these invoices are subject to interest charges of 1 1/2% per month. UH takes responsibility for the preparation, filing, prosecution, and maintenance of any and all patent applications and patents included in Invention Rights, provided however that UH will first consult with Licensee as to the preparation, filing, prosecution, and maintenance of the patent applications and patents and furnish to Licensee copies of documents relevant to any preparation, filing, prosecution, or maintenance.

2. UH and Licensee shall cooperate fully in the preparation, filing, prosecution and maintenance of Invention Rights and of all patents and patent applications licensed to Licensee, executing all papers and instruments or requiring members of UH to execute the papers and instruments so as to enable UH to apply for, to prosecute and to maintain patent applications and patents in UH's name in any country. Each Party shall provide to the other prompt notice as to all matters which come to its attention and which may affect the preparation, filing, prosecution, or maintenance of any patent applications or patents.

3. If Licensee elects to no longer pay the expenses of a patent application or patent included within Invention Rights, Licensee shall notify UH not less than 60 days before that action and will immediately surrender its rights under the patent or patent application, including without limitation all past, present and future rights, at equity and in law, whether accrued or not accrued. Licensee will remain liable for full payment and performance of all expenses and obligations incurred prior to UH receiving notice that Licensee will no longer pay patent expenses.

ARTICLE 8 – INFRINGEMENT

1. With respect to any Invention Rights under which Licensee is exclusively licensed pursuant to this Agreement, Licensee or its sub-licensee has the right to prosecute in its own name and at its own expense any infringement of the patent, so long as License is exclusive at the time of the commencement of the action. UH agrees to notify Licensee promptly of each infringement of the patents of which UH is or becomes aware. Before Licensee or its sub-licensees commences an action with respect to any infringement of the patents, Licensee will give careful consideration to the views of UH and to potential effects on the public interest in making its decision whether or not to sue and in the case of a Licensee sublicense, will report the views to the sub-licensee.

2. If Licensee or its sub-licensee elects to commence an action as described above and UH is a legally indispensable party to the action, UH has the right to assign to Licensee all of UH's right, title and interest in each patent which is a part of Invention Rights and is the subject of the action (subject to all UH's obligations to the government and others having rights in the patent). If UH makes an assignment, the assignment is irrevocable, and any action by Licensee on that patent or patents is brought or continued without UH as a party, if UH is no longer an indispensable party. Notwithstanding any assignment to Licensee by UH and regardless of whether UH is or is not an indispensable party, UH will cooperate fully with Licensee concerning any infringement action. If any patent is assigned to Licensee by UH, pursuant to this paragraph, the assignment must require Licensee to continue to meet its obligations under this Agreement as if the assigned patent or patent application were still licensed to Licensee.

3. If Licensee or its sub-licensee elects to commence an action described in ARTICLE 8 and UH is a legally indispensable party to the action, UH may join the action as a co-plaintiff. Upon doing so, UH jointly controls the action with Licensee or its sub-licensee.

4. Licensee shall reimburse UH for any costs UH incurs as part of an action brought by Licensee or its sub-licensee, irrespective of whether UH becomes a co plaintiff.

5. If Licensee or its sub-licensee elects to commence an action as described in ARTICLE 8, Licensee may reduce, by up to 50%, the royalty due to UH under this Agreement for payment of up to 50% of the amount of the expenses and costs of the action, including attorney fees. If (50% of the expenses and costs exceed the amount of royalties withheld by Licensee for any calendar year, Licensee may to that extent reduce the royalties due to UH from Licensee in succeeding calendar years, but never by more than 50% of the royalty due in any one year.

6. No settlement, consent judgment, or other voluntary final disposition of the suit may be entered into without the prior written consent of UH, which consent will not be unreasonably withheld.

7. Recoveries or reimbursements from the action will first be applied to reimburse Licensee and UH for litigation costs not paid from royalties and then to reimburse UH for royalties withheld. Any remaining recoveries or reimbursements will be shared equally by Licensee and UH.

8. If Licensee and its sub-licensee, if any, elect not to exercise their right to prosecute an infringement of the Patent Rights pursuant to ARTICLE 8, UH may do so at its own expense, controlling the action and retaining all recoveries therefrom.

9. If a declaratory judgment action alleging invalidity of any Invention Rights is brought against Licensee, or UH, then UH, at its sole option, has the right to intervene and take over the sole defense of the action at its own expense.

ARTICLE 9 – TERMINATION OF AGREEMENT

1. If Licensee fails to make timely and full payments, UH has the right to terminate this Agreement upon 45 days written notice, unless Licensee makes the payments plus interest within the 45 day notice period. If payments are not so made, UH may immediately terminate this Agreement.

2. If Licensee is in default in the performance of any obligations under this Agreement (other than as provided in Section 9.1 above which takes precedence over any other default), and if the default has not been remedied and UH notified in writing of such remedy within 90 days of sending Licensee written notice of the default, then UH may terminate this Agreement immediately by written notice.

3. If Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it, or if the business of Licensee is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Licensee or otherwise, then UH has the right to terminate this entire Agreement immediately upon giving Licensee written notice of the termination.

4. Any sub-licenses granted by Licensee under this Agreement must provide for termination or assignment to UH, at the option of UH, of Licensee's interest upon termination of this Agreement.

5. Licensee has the right to terminate this Agreement by giving 90 days advance written notice to UH to that effect and paying a termination fee of $_____. Upon termination, a final report will be submitted and any royalty payments and unreimbursed patent expenses due to UH become immediately payable.

6. All duties and obligations owed by Licensee pursuant to this Agreement shall survive termination of this Agreement, including, without limitation those set forth in Sections 8.6, 9.2, 9.4, and 9.5 and 10.2(a) of this Agreement.

ARTICLE 10 – GENERAL

1. UH represents and warrants that to the best of its knowledge _____ has assigned to UH his/her/their entire right, title, and interest in Invention Rights and that UH has the authority to issue licenses under Invention Rights. UH does not warrant the validity of Invention Rights licensed and makes no representations whatsoever with regard to the scope of Licensed Invention Rights or that Invention Rights may be exploited by Licensee, an Affiliate, or sub-licensee without infringing other patents.

2. **UH expressly disclaims any and all implied or express warranties and makes no express or implied warranties of merchantability or fitness for any particular purpose of Invention Rights or information supplied by UH, Licensed Processes or Licensed Products contemplated by this Agreement.** INITIAL_____

   a. **Licensee shall indemnify, defend, and hold harmless UH and its current or former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students, and agents and their respective successors, heirs, and assigns (Indemnities), against any liability, damage, loss, or expenses (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnities or any one of them about any claims, suits, actions, demands, or judgments arising out of any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any product, process or service made, used, or sold pursuant to any right or license granted under this Agreement.** INITIAL_____

   b. Licensee agrees, at its own expense, to provide attorneys reasonably acceptable to UH to defend against any actions brought or filed against any party indemnified with respect to the subject of indemnity contained in this Agreement, whether or not the actions are rightfully brought.

   c. Beginning at the time the product, process, or service is being commercially distributed or sold (other than to obtain regulatory approvals) by Licensee or by a sub-licensee, Affiliate or agent of Licensee, Licensee shall, at its sole cost and expense, procure and maintain comprehensive general liability insurance in amounts not less than $2,000,000 per incident and $2,000,000 annual aggregate and naming the Indemnities as additional insured. During clinical trials of any product, process, or service, Licensee shall, at its sole cost and expense, procure, and maintain comprehensive general liability insurance in equal or lesser amount as UH requires, naming the Indemnities as additional insured. The comprehensive general liability insurance must provide (i) product liability coverage and (ii) broad form contractual liability coverage for Licensee's indemnification under this Agreement. If Licensee elects to self insure all or part of the limits described above (including deductibles or retention's which are in excess of $250,000 annual aggregate) the self insurance program must be acceptable to UH. The minimum amounts of insurance coverage required do not create a limit of Licensee's liability with respect to its indemnification under this Agreement.

   d. Licensee shall provide UH with written evidence of the insurance upon request of UH. Licensee shall provide UH with written notice at least 15 days before the cancellation, non renewal, or material change in insurance; if Licensee does not obtain replacement insurance providing comparable coverage within the 15 day period, UH has the right to terminate this Agreement effective at the end of the 15 day period without notice or any additional waiting periods.

   e. Licensee shall maintain comprehensive general liability insurance beyond the expiration or termination of this Agreement during (i) the period that any product, process, or service, relating to, or developed pursuant to, this Agreement is being commercially distributed or sold by Licensee or by a sub-licensee, Affiliate, or agent of Licensee and (ii) a reasonable period after the period referred to in (e)(i) above which in no event will be less than 15 years.

4. Licensee shall not use UH's name, trademarks or logos or any adaptations of them and the name(s) of any UH board member, faculty, staff, or employee in any advertising, promotional or sales literature without the prior written assent of UH.

5. Licensee cannot transfer License granted pursuant to this Agreement to any party other than to a successor to the entire business interest of Licensee relating to Invention Rights, without the prior written approval of UH. This Agreement is binding upon the successors, legal representatives, and assignees of UH and Licensee.

6. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action), are governed by and construed under the laws of the State of Texas (exclusive of the conflict of law provisions). With regard to any dispute arising out of or relating to this Agreement and to the extent permitted by applicable law, each of the parties submit to the non-exclusive jurisdiction of any state or federal court sitting in Houston, Harris County, Texas and agrees that all claims with respect to an action or proceeding may be heard and determined in that court.

7. Licensee agrees to comply with all applicable laws and regulations. In particular, it is understood and acknowledged that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling the export of commodities and technical data, including all Export Administration Regulations of the United States Department of Commerce. These laws and regulations among other things, prohibit or require a license for the export of certain types of technical data to certain specified countries. Licensee agrees and gives written assurance that it will comply with all United States laws and regulations controlling the export of commodities and technical data, that it will be solely responsible for any violation by Licensee or its Affiliates or sub-licensees, and that it will defend and hold UH harmless if any legal action of any nature occasioned by the violation.

8. Notices. All notices under this Agreement are deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail or nationally-recognized express courier, return receipt requested, to the address shown above or as may otherwise be specified by either Party to the other under this Section. Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this Section.

Office of Intellectual Management _____
University of Houston _____
316 E. Cullen Building _____
Houston, TX 77204-2015 _____

or other address as either Party may request in writing.

9. Should a court of competent jurisdiction later consider any provision of this Agreement to be invalid, illegal, or unenforceable, it will be considered severed from this Agreement. All other provisions, rights, and obligations continue without regard to the severed provision, provided that the remaining provisions of this Agreement are the intention of the Parties.

10. Neither Party is liable for failure to fulfill its obligations if the failure is due to a natural calamity, act of government, or similar cause beyond the control of the Party.

11. The Parties agree that all information contained in documents marked "Confidential" which are forwarded to one by the other shall be used only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information that the receiving Party can demonstrate: (i) was at the time of disclosure in the public domain; (ii) has come into the public domain after disclosure through no fault of the receiving Party; (iii) was known to the receiving Party prior to disclosure thereof by the disclosing Party; (iv) was lawfully disclosed to the receiving Party by a third party which was not under an obligation of confidence to the disclosing Party with respect thereto; (v) was independently developed by the receiving Party without use of the confidential information; or (vi) disclosure by the receiving Party is compelled by law or legal process. This obligation shall exist while the Agreement is in force and for a period of three (3) years thereafter.

12. This Agreement constitutes the entire and only agreement and understanding between the Parties and neither Party is obligated by any condition or representation other than those expressly stated or as may be subsequently agreed to by the Parties in writing.

13. Licensee agrees to mark Licensed Products sold in the United States with all applicable United States patent numbers. All Licensed Products shipped to or sold in other countries will be marked in a manner as to conform with the patent laws and practice of the country of manufacture or sale.

14. The rights and remedies provided to UH in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law an in equity. UH's failure to assert a right under this Agreement, or to insist upon compliance with any term or condition of this Agreement, does not constitute a waiver of that right, or excuse a similar subsequent failure to perform any term of condition by Licensee.

15. The Parties have negotiated this Agreement and the language in this Agreement will not be construed against UH. The headings used herein are for reference and convenience only and will not enter into the interpretation of this Agreement. In construing this Agreement where context requires, references to the singular will include the plural and references to the plural will include the singular.

The Parties have executed this Agreement by their duly authorized representatives.

UNIVERSITY OF HOUSTON	**LICENSEE**
_____	_____
Signature Date	Signature Date
Name:_____	Name:_____
Title:_____	Title:_____

Note: Modification of this Form requires approval of OGC

U N I V E R S I T Y *of* H O U S T O N

Appendix A to License Agreement

The following comprise Invention Rights:

1. Title of Invention: _____

2. Patent Application #: _____ Date Filed: _____

3. Patent Serial #: _____ Date Issued: _____