

# Exhibit F

**COMMERCIALIZATION AGREEMENT  
BETWEEN**

**SANDIA CORPORATION  
and  
STC.UNM  
and  
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO**

(Sandia License 09-C02347, SD-5308)  
(STC License COM-0124, UNM-322)

Pursuant to the SANDIA-STC-UNM Memorandum of Understanding ("MOU") on Intellectual Property, executed on or about August 31, 2006, SANDIA CORPORATION ("SANDIA"), STC.UNM (formerly known as SCIENCE & TECHNOLOGY CORPORATION) ("STC"), and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM") reach agreement as to each PARTY's responsibilities for commercializing "INTELLECTUAL PROPERTY" (defined herein).

Background:

1. One inventor (Draper) was an employee of SANDIA at the time of development of the INTELLECTUAL PROPERTY whose contributions to the INTELLECTUAL PROPERTY is considered to be entirely SANDIA.
2. Three inventors (Brueck, Zaidi and Chu) were employees of UNM at the time of development of the INTELLECTUAL PROPERTY whose contributions to the INTELLECTUAL PROPERTY are considered to be entirely STC.
3. The U.S. Government has Government Use Rights in all works of authorship created and inventions conceived or first actually reduced to practice by SANDIA and SANDIA employees. The Parties agree to ensure that all interested parties are availed the Governments Use Rights for such intellectual properties on contracts from the Government.
4. Neither STC, UNM, nor SANDIA know of any outstanding agreements that identify or encumber the INTELLECTUAL PROPERTY.

Intellectual Property:

1. Technology was disclosed to STC on September 20, 1993 in SD-5308 (Sandia) / UNM-322 (STC). U.S. Issued Patent No. 5,705,321 issued on January 6, 1998  
Title: "Method for Manufacture of Quantum Sized Periodic Structures in Si Materials"  
Inventors: Steven R.J. Brueck, Saleem H. Zaidi, An-Shyang Chu, and Bruce L. Draper.

Responsible Party:

1. The PARTIES agree that STC, as the PATENTING LEAD, shall undertake all patenting and prosecution or other protection of the INTELLECTUAL PROPERTY.
2. The PATENTING LEAD shall notify the other PARTY in a timely fashion of any decision to terminate its obligations.
3. SANDIA agrees to refrain from licensing the INTELLECTUAL PROPERTY. SANDIA shall refer all inquiries regarding licensing for the INTELLECTUAL PROPERTY to STC and this party shall be referred to as the LICENSING PARTY.
4. The LICENSING PARTY shall notify the other PARTIES in a timely fashion of its decision to terminate its obligations.

**UCI-SANDIA PROPRIETARY INFORMATION**



Division of Commercialization Proceeds (per EXHIBIT A):

1. LICENSING INCOME means all consideration received by either party in any form from transferring rights in the INTELLECTUAL PROPERTY including, but not limited to, revenue received from manufacture, use, sale, rental, or sublicensing of the invention, and equity or any rights convertible to equity. LICENSING INCOME does not include reimbursement of technical assistance provided to the licensee by any PARTY, or other services provided as expressly identified in a License Agreement.
2. The PARTIES agree to reimburse the PATENTING LEAD, from LICENSING INCOME, patent costs of \$20,000 as set out in the MOU for patent preparation and prosecution, plus all out-of-pocket fees paid to the USPTO. Such out-of-pocket fees paid to the USPTO shall be evidenced by actual invoices for the filing and prosecution of any patent applications and the issuance and maintenance of any patents protecting the INTELLECTUAL PROPERTY and shall not exceed \$25,000 per U.S. patent. Foreign patent costs, if incurred, shall only be reimbursed from LICENSING INCOME derived from sales in the country of filing. If a third party pays patent costs, only unreimbursed expenses incurred by the PATENTING LEAD shall be reimbursed.
3. STC shall distribute to SANDIA the proceeds of LICENSING INCOME derived from licenses issued and administered by STC after patent cost reimbursement as follows:  

STC:	77.5 %
SANDIA:	22.5 %
4. The PARTIES shall make such distributions of LICENSING INCOME within sixty (60) days of receipt of such Licensing Income.

This Commercialization Agreement and Exhibit A (Sandia License 09-C02347, SD-5308, COM-0124, UNM-322) incorporates by reference the SANDIA-STC-UNM MOU.

Approved by Sandia Legal

*Kes*

STC.UNM

By: *Elizabeth J. Kuuttilla*  
Date: 6/25/09

Name: Elizabeth J. Kuuttilla  
Title: President & CEO

SANDIA CORPORATION

By: *Harold S. Morgan*  
Date: 6/22/09

Name: Harold S. Morgan  
Title: Sr. Manager, Industry Partnerships and Strategy

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: *Julia Fulghum*  
Date: 6/30/09

Name: Julia Fulghum  
Title: VP Research & Economic Development

UCI-SANDIA PROPRIETARY INFORMATION

**EXHIBIT A**

**WORKSHEET TO CALCULATE DIVISION OF COMMERCIALIZATION PROCEEDS**

**I. DETERMINATION OF STC/SNL INVENTOR CONTRIBUTION**

	STC	SNL
Enter number of inventors <sup>(a)</sup> (I <sub>PARTY</sub> )	<u>3</u>	<u>1</u>
Inventor contribution = [I <sub>PARTY</sub> / (I <sub>TOTAL</sub> )] X 90	<u>67.5%</u>	<u>22.5%</u>

**2. ADJUSTMENT FOR PATENTING LEAD**

Add 5% for STC as Patenting Lead	<u>5%</u>	<u>0%</u>
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**3. ADJUSTMENT FOR LICENSING PARTY**

Add 5% for STC as Licensing Party	<u>5%</u>	<u>0%</u>
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**4. RESULTING DISTRIBUTION**

STC shall share the proceeds of Licensing Income derived from licenses issued and administered by STC after patent cost reimbursement with SANDIA as follows:

	<u>77.5%</u>	<u>22.5%</u>
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(a) For inventors with joint appointments, count as one-half (1/2) inventor for each party.

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Quick Search:

Type

No.

Intellectual Property

- Disclosures
- Patents
- Copyrights
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- External IP

Agreements

- Licensing
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# Partnerships, Agreements and Licensing System

License# 09-C02347

Contractor (Sandia)-owned record

License Detail

Financials

IP Associations and Encumbrances

Action Tracking

License Type: Joint Partner Agreement, Status: Executed Status Date: 04/24/2006

## Financial Obligations and License Revenue Questions

License# C02347

Is the License fee bearing?  Yes  No

Does the license include equity provisions?  Yes  No

Does the license provide for Technical Assistance?  Yes  No

Does the license provide for Cost Recovery?  Yes  No

Does the license provide for 3rd party payouts?  Yes  No

Did Sandia receive a business plan or sales forecasts?  Yes  No

## License Revenue Receipts

License# C02347

### License Revenue Receipt

Fin Invoice#	Fin Receipt#	Date Applied	Royalty Type	Amount Applied
114343	1521	03/22/2011	Sales	1007.77
114344	1545	03/22/2011	Sales	5125.67
114345	1522	03/22/2011	Sales	2654.06
113444	4851	05/07/2010	Sales	1028.32
113443	4892	05/07/2010	Sales	17072.9
112903	4578	12/11/2009	Sales	2076.2

For application problems, contact the CHHD at [chhd@sandia.gov](mailto:chhd@sandia.gov) or 845-2243.

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