

corrective

08-07-2001



Case Name: Evans 10-1

SHEET

101801321

5-16-01

To the Honorable Commissioner of Patents and Trademarks: Please record the attached documents or copy thereof.

CORRECTION OF APPLICANTS MISTAKE

(1) Conveying Party(ies): Alan F. Evans and Andrew J. Stentz

Title: SOLITON PULSE GENERATOR

Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

(2) Receiving Party: Corning Incorporated AND University of Rochester
Patent Dept.; SP-TI-3-1 518 Hylan Building
Corning, NY 14831 PO Box 270140
Rochester, NY 14627

(3) Nature of conveyance: Assignment executed: 10/06/98 AND 10/13/93.

(4) Application number(s) and/or patent number(s) against which this assignment is to be recorded: *corrective assignment to add an additional assignee, previously recorded at reel 010953, frame 0688.*

A. Patent Application No.(s): 09/529,745
Filing date: 4/14/00

B. Patent No.(s):
Filing date:

If this document is being filed together with a new application, this assignment is also to be recorded against said application, executed on _____.

(5) Name and address of party to whom correspondence concerning document should be mailed:

Name: William J. Chervenak
Reg. No. 38,407
Corning Incorporated
Patent Department
SP-TI-3-1
Corning, NY 14831
Phone No.: (607) 974-3956

(6) Total Number of applications and/or patents involved: one

(7) Total Fee = \$40.00 ☒ **NO FEE CHARGED - USPTO MISTAKE**

- ☐ Enclosed (Check No.)
☐ Included with filing fee. Check No. _____.
☐ Authorization given by Corning Incorporated to charge deposit account number 03-3325

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William J. Chervenak
William J. Chervenak

16 May 01
Date

Total number of pages comprising cover sheet: one

A/D/581

09/529745

Case Name: Evans 10-1

03-14-2001



101609417

PCT/PTO 14 APR 2000
d documents or copy thereof.

To the Honorable Commissioner

(1) Conveying Party(ies): Alan F. Evans, et al.

Title: SOLITON PULSE GENERATOR

Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

(2) Receiving Party: Corning Incorporated
Patent Dept.; SP-TI-03-1
Corning, NY 14831

(3) Nature of conveyance: Assignment executed: 10/06/98 and 10/13/93

(4) Application number(s) and/or patent number(s) against which this assignment is to be recorded:

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Filing date:

B. Patent No.(s):
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09/529745

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03-3325 (attached is a triplicate copy of this page)

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William J. Chervenak
William J. Chervenak

10 Apr 00
Date

Total number of pages comprising cover sheet: 4

UNIVERSITY OF ROCHESTER
INTELLECTUAL PROPERTY AGREEMENT

I understand that in the course of my employment at the University of Rochester I may participate in a research program sponsored through grants or contracts by government agencies, corporations, foundations, or others outside the University. I also understand that these grants or contracts usually require that the University protect sponsor's rights to intellectual property that may result from such a research program.

If I receive any support from the University or other sponsoring agency through affiliation with a sponsored program, whether as salary or sharing in equipment use, expendable materials, or other support, I agree that I will:

1. Disclose promptly to the Office of Research & Project Administration full information concerning inventions or discoveries I may make in the course of any such sponsored research or training program;
2. Assign to the University of Rochester or its designee all of my right, title, or interest to such inventions, discoveries, patent applications, or patents; and
3. Upon request of the University execute any document and do everything necessary and proper to secure the issue of letters patent, United States or foreign.

I understand that the University's policies may provide for sharing of any income arising from inventions, discoveries, or patents that I assign to the University under this agreement. I understand that such sharing and other policies and practices are outlined in the University's research policy manual which may change from time to time. I agree to abide by the terms in effect at the time of the disclosure of an invention.

I understand that from time to time the University's intellectual property policy and practices are reviewed by the Research Policy Committee for needed changes, such as those resulting from government regulations. I agree to keep informed of any changes in the intellectual property policy through revisions of the research policy manual or other announcements.

WITNESS:

Beverly R. Holloway
Signature

PRINT NAME AND DEPARTMENT:

Beverly R. Holloway
Name
The Institute of Optics
Department
13 October 1993
Date

Andrew J. Stentz
Signature

PRINT NAME AND DEPARTMENT:

ANDREW J. STENTZ
Name
graduate student
Title
Optics
Department
10-13-93
Date

Return completed form to the Office of Research and Project Administration, 518 Hyman Building.

ASSIGNMENT

FOR VALUE RECEIVED, I, **Alan F. Evans** residing at 5090 County Rt. 41, Beaver Dams, NY 14812, hereby sell, assign and transfer unto Corning Incorporated, a corporation organized and existing under the laws of the State of New York, having its principal place of business at Corning, New York (hereinafter CORNING), as assignee, and unto its successors, assigns and legal representatives, the entire right, title and interest, for all countries, in and to certain inventions relating to **Soliton Pulse Generator** and generally described in an application for Letters Patent of the United States, executed by me on 10/6/98 and all the rights and privileges under any and all Letters Patents that may be granted therefor. I request that any and all patents for said inventions be issued to CORNING, its successors, assigns and legal representatives, or to such nominees as CORNING may designate.

I agree that, when requested, I will, without charge to CORNING and at CORNING's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in CORNING, its successors, assigns and legal representatives or nominees.

I authorize and empower CORNING, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for said Convention or entered as a supplement to, and to invoke and claim such right of priority without further written or oral authorization from me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of CORNING, or its successors, assigns and legal representatives or nominees to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it or entered as a supplement to it.

I covenant with CORNING, its successors, assigns and legal representatives or nominees, that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

Signed at Corning, NY, this

10/6/98
Date

Alan F. Evans
Alan F. Evans

State of New York)

: ss.

County of Steuben)

On the 6 day of Oct. 1998, before me personally came **Alan F. Evans** known to be the person described in and who executed the foregoing instrument, and acknowledged executing the same.

Sharon C. Archer
Notary Public

SHARON C. ARCHER
Notary Public, State of New York
Steuben County No. 01AR4636431
Commission Expires April 30, 2000