## PATENT ASSIGNMENT

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| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                | Execution Date |
|---------------------|----------------|
| Joanne Bechta Dugan | 05/25/2006     |
| Hong Xu             | 05/25/2006     |

## **RECEIVING PARTY DATA**

| Name:           | University of Virginia |
|-----------------|------------------------|
| Street Address: | 314 Madison Hall       |
| City:           | Charlottesville        |
| State/Country:  | VIRGINIA               |
| Postal Code:    | 22904                  |

#### PROPERTY NUMBERS Total: 1

| Property Type | Number    |
|---------------|-----------|
| PCT Number:   | US0546643 |

# CORRESPONDENCE DATA

Fax Number: (434)924-2493

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 434-924-2175
Email: shawn@uvapf.org

Correspondent Name: University of Virginia Patent Foundation

Address Line 1: 250 West Main Street, Suite 300
Address Line 4: Charlottesville, VIRGINIA 22902

| ATTORNEY DOCKET NUMBER: | DUGAN-DYNAMIC (01074-03) |
|-------------------------|--------------------------|
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NAME OF SUBMITTER: Robert J. Decker

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# **ASSIGNMENT**

WHEREAS, we, Joanne Bechta Dugan and Hong Xu (the "Assignors"), have made an invention entitled

## "METHOD AND SYSTEM FOR DYNAMIC PROBABILISTIC RISK"

described in U.S. Provisional Patent Application Serial Nos. 60/637,847 filed on December 21, 2004 and 60/750,001 filed on December 13, 2005; International Patent Application No PCT/US05/46643 filed December 21, 2005 and any subsequent patent applications claiming priority thereto; and

WHEREAS, the **University of Virginia**, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignors a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and

PATENT REEL: 017770 FRAME: 0841 will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

| IN WITNESS WHER                               | EOF, Assignors have hereunto set their hands and         |  |  |  |
|---|--|--|--|--|
| seals.  |  |  |  |  |
| Signature of Inventor / Date of Execution:    |  |  |  |  |
| Inventor's Name: Inventor's Resident Address: | Joanne Bechta Dugan, U.S. Citizen<br>6690 Highlander Way |  |  |  |
| inventor's Resident Address.                  | Crozet, VA 22932   |  |  |  |
| Place of Execution:                           | City of Charlottesville, Virginia                        |  |  |  |
| COUNTY OF ALBEMARLE /                         | )  |  |  |  |
| CITY OF CHARLOTTESVILLE                       | ss:  |  |  |  |
| COMMONWEALTH OF VIRGINIA                      | )  |  |  |  |
|   | A  |  |  |  |

On this <u>45</u> day of <u>May</u>, 2006, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Joanne Bechta Dugan, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his/her free act and deed for the uses and purposes therein set forth

Hour R. Walter [signature, please print name below]

Signature, please print name below]

Signature, please print name below]

PATENT REEL: 017770 FRAME: 0842

Hong Xu / 05/25/06Hong Xu, Citizen of China Signature of Inventor / Date of Execution: Inventor's Name: Inventor's Resident Address: 547 Seymour Road, Apartment No. 8 Charlottesville, VA 22903 Place of Execution: City of Charlottesville, Virginia COUNTY OF ALBEMARLE / ) ss: CITY OF CHARLOTTESVILLE COMMONWEALTH OF VIRGINIA

On this <u>45</u> day of <u>May</u>, 2006, before me, a Notary Public in and for the County or City aforesaid in the Commonwealth of Virginia, personally appeared Hong Xu, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be of his/her free act and deed for the uses and purposes therein set forth.

Herria R. Walker, Notary Public, my commission expires on: 19/31/08

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RECORDED: 06/13/2006 REEL: 017770 FRAME: 0843