

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Drew Anderson</td> <td>11/08/2006</td> </tr> <tr> <td>Randall Casciola</td> <td>11/08/2006</td> </tr> <tr> <td>Daniel Siewiorek</td> <td>11/08/2006</td> </tr> <tr> <td>Asim Smailagic</td> <td>11/08/2006</td> </tr> <tr> <td>John Stivoric</td> <td>11/08/2006</td> </tr> </tbody> </table>		Name	Execution Date	Drew Anderson	11/08/2006	Randall Casciola	11/08/2006	Daniel Siewiorek	11/08/2006	Asim Smailagic	11/08/2006	John Stivoric	11/08/2006
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RECEIVING PARTY DATA													
Name:	Carnegie Mellon University												
Street Address:	5000 Forbes Avenue												
City:	Pittsburgh												
State/Country:	PENNSYLVANIA												
Postal Code:	15213-3890												
PROPERTY NUMBERS Total: 2													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>5959611</td> </tr> <tr> <td>Patent Number:</td> <td>6567079</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	5959611	Patent Number:	6567079						
Property Type	Number												
Patent Number:	5959611												
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CORRESPONDENCE DATA													
Fax Number:	(412)281-0717												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
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Email:	docketingpgh@pepperlaw.com												
Correspondent Name:	Joseph T. Helmsen												
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Address Line 2:	One Mellon Center, 50th floor												
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219												
ATTORNEY DOCKET NUMBER:	132724.1												

OP \$80.00 5959611

NAME OF SUBMITTER:

Joseph T. Helmsen

Total Attachments: 5

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Release to Inventor Agreement

WHEREAS, the below named individuals (collectively the "Inventors"; individually "Inventor"):

Drew Anderson, whose address is: 934 Hebrun St, Pittsburgh, PA 15206
Randall Casciola, whose address is: 608 N. Taylor Ave, Pittsburgh, PA 15212
Daniel Siewiorek, whose address is: 1257 Bellerose St, Pittsburgh, PA 15217
Asim Smailagic, whose address is: 1255 DENNISTON ST., PITTSBURGH, PA 15217
John Stivoric, whose address is: 9631 Highland Road, Pittsburgh, PA 15237

disclosed an invention commonly referred to as "Vuman" ("Invention") which is described on the attached Disclosures of Invention form ("Disclosures") assigned Carnegie Mellon Docket Number 95-048 and/or are inventors on United States issued patents for the inventions described in the Disclosures;

WHEREAS, the rights of the Inventors and Carnegie Mellon University, a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having a regular and established address at 5000 Forbes Avenue, Pittsburgh, PA 15213-3890, U.S.A. ("Carnegie Mellon"), are governed by the terms of the Carnegie Mellon Intellectual Property Policy, effective August 27, 1985 ("IP Policy");

WHEREAS, under the IP Policy, Carnegie Mellon is the owner of the intellectual property rights arising from Inventors' invention of the Invention;

WHEREAS, Carnegie Mellon has determined that it does not wish to pursue the Invention, and that it is willing to release to the Inventors Carnegie Mellon's interest therein, subject to the terms and conditions set forth herein; and

WHEREAS, the Inventors are desirous of having Carnegie Mellon's interest in the Invention released to the Inventors upon and subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants herein contained, and intending to be legally bound, the parties hereto do agree as follows:

Each Inventor represents that:

1. Pursuant to the IP Policy, Inventor fully disclosed and reported in the Disclosures (and subsequent written communications) the Invention to the Carnegie Mellon Center for Technology Transfer ("CTT") f/k/a Innovation Transfer Center at the time of the invention;
2. The Invention was developed by Inventor in connection with Inventor's duties at Carnegie Mellon and using Carnegie Mellon funds and facilities;
3. The Inventors are sole inventors of the Invention and that no other persons or entities have any rights regarding the Invention under Carnegie Mellon's Intellectual Property Policy;

4. No further research or development of the Invention is presently in progress or is contemplated by Inventor, or by others at Inventor's request, using Carnegie Mellon funds or facilities;
5. Inventor is prepared to use Inventor's best reasonable efforts to commercialize the Invention; and
6. If the Invention was developed in whole or part through funding under a funding agreement with any Federal agency of the United States, Inventor has executed or will execute any and all documents in favor of Carnegie Mellon and/or the United States which may be reasonably necessary for the United States to exercise the rights afforded to it as a result of that funding.

Each Inventor:

1. Agrees to report annually under the Carnegie Mellon Conflict of Interest Policy any licenses or other commercialization agreements Inventor has entered into involving the Invention;
2. Agrees to provide the CTT with the date of the first sale, license or assignment involving the Invention (including a product, service or process of product or license of process covered by any patent obtained regarding the Invention), including U.S. Patents Nos. 5,959,611 and 6,567,079 within thirty (30) days of the date of such sale, license or assignment;
3. Agrees to follow the IP Policy in disclosing to the CTT further inventions that are improvements to the Invention in the event that such invention improvements are subject to the IP Policy;
4. Agrees that Carnegie Mellon retains and receives a perpetual, non-exclusive, non-transferable, royalty free license to use said Invention (including any patents or copyrights thereupon) for academic, educational, administrative and research purposes;
5. Agrees to defend, indemnify and hold harmless, and to have Inventor's licensees, transferees, personal representatives, agents, successors and/or assigns agree to defend, indemnify and hold harmless, Carnegie Mellon, its trustees, officers, employees, representatives and agents from and against all claims, liabilities and demands made against any one or more of them (and any related losses, expenses and costs) arising out of or relating in any way to Inventor's, or any of Inventor's licensees', transferees', personal representatives', agents', successors' and/or assigns', use of the Invention or any matter covered by this Agreement, including, but not limited to, any claims relating to Carnegie Mellon's development of, title to or ownership of the Invention, active or passive negligence, product liability, personal injury (including but not limited to death), damage to property or violation of any laws or regulations. Carnegie Mellon, its trustees, officers, employees, representatives and agents shall be named as additional insureds in any business related insurance policy(ies) of Inventor and/or Inventor's licensees, transferees, personal representatives, agents, successors and assigns, as applicable, to the extent of their respective obligations under this paragraph, and Carnegie Mellon shall be provided with appropriate certificates of insurance evidencing the insurance coverage thereunder;
6. Agrees to manage, enforce and/or commercialize the Invention only in accordance with this Agreement;

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7. Agrees to refrain from any actions or agreements that would operate in derogation of Carnegie Mellon's rights under this Agreement; which agreement to refrain shall specifically be deemed to require, among other things, that any assignment, license or other transfer of the Invention by the Inventor shall be subject to the rights of Carnegie Mellon under this Agreement;
8. Hereby assigns to Carnegie Mellon: (i) 50% (fifty percent) of the Net Proceeds to the Creator (as defined in the IP Policy and subject to the limitations herein) from all sources until such time that Carnegie Mellon receives the amount of \$74,730 (seventy-four thousand, seven hundred and thirty U.S. dollars) to compensate Carnegie Mellon for costs incurred by it in the prosecution of U.S. Patents Nos. 5,959,611 and 6,567,079 (the "Prosecution Costs"), and (ii) after Carnegie Mellon receives such Prosecution Costs, 10% (ten percent) of the Net Proceeds to the Creator (as defined in the IP Policy and subject to the limitations herein) from all sources. In the case of patents and copyrights, this assignment of Net Proceeds to the Creator shall be limited to the life of the patent or copyright. The relevant percentage of the Net Proceeds to the Creator shall be due and payable to Carnegie Mellon within forty-five (45) days from the date of receipts of such Net Proceeds to the Creator by Inventor. Inventor agrees to promptly provide such reasonable documentation as the CTT or its designee may request from time to time to support the amounts payable to Carnegie Mellon hereunder;
9. Hereby grants Carnegie Mellon a license to use any patents, intellectual property rights or other protection obtained by Inventor(s) regarding any improvements or any derivatives of the Invention solely for academic, educational, administrative and research purposes and agrees that any such patents, intellectual property rights or other protection will not inhibit and will not be used to inhibit any research contract at Carnegie Mellon, including research using, or based on the license granted to Carnegie Mellon under Paragraph 4 hereof; and
10. Acknowledges that this Agreement creates no right of Inventor and/or Inventor's licensees, transferees, personal representatives, agents, successors and/or assigns to use, own or have any rights in or to Carnegie Mellon's technology, patents, copyrights, trade name, trademarks or other intellectual property, except as specifically provided under this Agreement. Any reference by Inventor or Inventor's licensees, transferees, personal representatives, agents, successors and/or assigns to Carnegie Mellon may only be done with express written permission of Carnegie Mellon's Director of the CTT.

Carnegie Mellon Assignment and Agreement:

1. Subject to and conditioned upon the terms and conditions of this Agreement, Carnegie Mellon hereby assigns, transfers and conveys to the Inventors jointly, any and all of Carnegie Mellon's right, title and interest in and to the Invention described in the attached Disclosures, which includes all right, title, and interest in and to U.S. Patents Nos. 5,959,611 and 6,567,079 and any and any modifications, divisionals, extensions, continuations, continuations-in-part or amendments thereto.
2. Carnegie Mellon agrees to deliver to Inventors all documentation reasonably necessary to evidence the transfer of Carnegie Mellon's interests in and to the Invention to Inventors.

95-048 rls to inventors.DOC

Release of Carnegie Mellon's right, title and interest in and to the Invention pursuant to this Agreement is subject to and conditioned upon (i) the requirements, including necessary approvals, of any Federal agency of the United States which funded development of the Invention, and (ii) the rights and interests of third parties which may exist as of the date of this Agreement, if any.

In view of the IP policy, this Agreement shall not be effective until and unless, within 180 (one hundred eighty) days from the date hereof, the Inventors provide to the CTT the required documentation verifying the assignment or transfer to the Inventors of all right, title, and interest in the Invention held by all coinventors, if any, who are not signatories hereto and, in the case where such documentation is not provided to the CTT within the said 180 (one hundred and eighty) day period, this Agreement shall be void, as if it had never been executed.

CARNEGIE MELLON MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AS TO ANY MATTER COVERED BY THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CARNEGIE MELLON SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, EXCLUSIVITY AND RESULTS OBTAINED FROM USE.

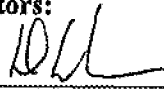
This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effect to principles of conflicts of laws in that or any other jurisdiction. This Agreement and the IP Policy constitute and express the entire agreement and understanding between the parties hereto relating to the release of the Invention to Inventors, provided that, to the extent that there is any discrepancy between or among the provisions of this Agreement and the IP Policy, the terms of this Agreement shall control. All previous discussions, promises, representations, and understandings relating to the release of the Invention to Inventors, if any, between the parties are hereby merged herein. No modification or claimed waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by an authorized representative of each party. Should any term or part of this Agreement be or become fully or partially invalid, the legal validity of the remaining provisions shall not be affected thereby and the parties shall then agree on an appropriate provision which will, to the extent permissible by law, come nearest to the purpose and intent of the parties hereto.

This Agreement does not transfer to Inventors (a) any rights to improvements to the Invention or other intellectual property not disclosed in the Disclosure, or (b) any developments after the date hereof, if said improvements or developments were made by Inventors or others while acting as employees of Carnegie Mellon or with use of Carnegie Mellon funds or facilities. This Agreement transfers all rights to improvements, derivatives, and enhancements to the Invention, whether now known or unknown, that are or were made by the Inventors or others who were not acting as Carnegie Mellon employees or who did not use Carnegie Mellon funds or facilities.


Any statement of the IP Policy, including the definitions and Paragraph 3-6-3-1, that payments are in constant 1984 dollars is hereby waived by Carnegie Mellon. All Net Proceeds subject to this Agreement and all payments and/or amounts of money subject to this Agreement are to be measured and/or made in U.S. Dollars at the time a payment is to be made.

This Agreement which may be executed in parts has been duly executed by Carnegie Mellon and the Inventors as of the last date set forth below.

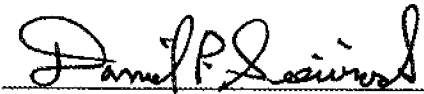
Inventors:



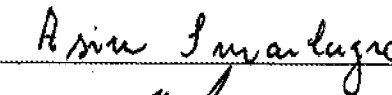
Date: 11/8/06



Date 11/8/06



Date: 11/8/06



Date 11/8/06



Date: 11/8/06

Carnegie Mellon University:

re 11/13/06 By: 
Susan Burkett
Associate Provost

Date: 11/17/06