

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	05/27/2003
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Robert Vincent	05/27/2003
<b>RECEIVING PARTY DATA</b>	
Name:	The Board of Governors for Higher Education, State of Rhode Island and Providence Plantations
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City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02908
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
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ATTORNEY DOCKET NUMBER:	URI.8240
NAME OF SUBMITTER:	William E. Hilton

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Total Attachments: 3  
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## PATENT ASSIGNMENT

**WHEREAS**, Robert J. Vincent, 71 Adams Street., Warwick, Rhode Island 02888, (hereinafter referred to as the "Assignor"), is the Inventor and sole and exclusive owner of the Intellectual Property entitled "Distributed Loading Short Monopole Vertical Antenna" (URI Invention Disclosure 02-1119) (hereinafter the "IP").

**WHEREAS**, The Board of Governors for Higher Education, State of Rhode Island and Providence Plantations having a place of business at 301 Promenade Street, Providence, Rhode Island 02908 (hereinafter referred to as the "Assignee"), is desirous of acquiring all right, title and interest to the IP. The Assignee herein acts through its agent, the University of Rhode Island Foundation.

**WHEREAS**, the University of Rhode Island Foundation ("URIF") and the University of Rhode Island ("URI") are affiliated with the Assignee and will participate in the patenting and marketing of the IP under this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, Assignee, URI and URIF agree as follows:

1. Subject to the terms of this Agreement, Assignor assigns, transfers and sets over to the Assignee, all right, title and interest in and to the IP, the patent applications related thereto, and any and all patents which may be granted on said applications (collectively, the "Patents"), the same to be held and enjoyed by Assignee subject to the terms of this Agreement for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Patents may be granted or reissued as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made.

2. Assignee will make reasonable and good faith efforts to obtain provisional and permanent Patents on the IP in the United States and such other countries as Assignee determines to obtain Patents and will bear all costs associated with obtaining and maintaining the Patents. Assignee will keep Assignor fully informed of the status of all applications for Patents and will copy Assignor on all Patent related communications including, but not limited to, patent applications, office actions and responses. The Assignor shall have the opportunity to review and comment and otherwise provide input on the wording of specifications, claims, and responses to office actions prior to their submission to the appropriate patent office. Assignee shall not abandon any patent application with respect to the IP, fail to pay maintenance fees for issued Patents, fail to defend or cause to be defended against claims of invalidity any of the claims embodied in the Patents or otherwise abandon patent rights with respect to the Patents without notifying the Assignor and returning title to the Assignor in time for the Assignor to assume prosecution, maintenance and/or defense of the abandoned Patents.

3. Assignor shall provide Assignee with such advice and assistance as Assignee shall reasonably request in connection with the filing, prosecution, or maintenance of the Patents or patent applications for the IP.

4. Assignee will have the sole right but not the obligation, at its own discretion, to institute or prosecute any action or proceeding against third parties for or by reason of any unlawful infringing of the Patents; provided, however, that any suit or suits will be instituted, maintained or prosecuted solely at the cost and expense of Assignee, and any and all sums collected or recovered by Assignee in any such suit or suits, whether by decree, judgment, settlement or otherwise, shall, after payment of all related costs and expenses, be allocated in the same manner as licensing fees and income under Section 7 hereof.. Upon request of Assignee, Assignor will execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such suits, actions or proceeds, including appearing as a party plaintiff if requested by Assignee. Assignee will reimburse Assignor for reasonable expenses incurred as a result of such cooperation. The rights of Assignee hereunder may be assigned to a licensee in connection with any license of the IP and/or Patents.

5. The Assignee, through URI and URIF, and the Assignor shall work together to market the IP to potential licensees. Among other things, the parties agree: (a) that they will draft and publish performance specifications relating to the IP; (b) that Assignee, through URI and/or URIF, will contact potential licensees previously identified by Assignor; (c) that Assignee will promptly develop and issue a press release announcing the issuance of the initial Patent, once that has occurred. The Assignee and/or URI and URIF shall each pay its own expenses incurred in the marketing efforts relating to the IP.

6. No license to the IP shall be granted or executed by the Assignee without identifying the potential licensee to the Assignor and without giving the Assignor a reasonable opportunity to comment on the potential licensee's capabilities. Although Assignor will be afforded an opportunity to provide input on the identity of a licensee, the ultimate decision on the identity of the licensee will be made by Assignee in its reasonable discretion.

7. All licensing fees and income, after deduction for expenses directly associated with the patenting and marketing of the IP, shall be distributed as follows: (a) 40% to URIF for its general uses and purposes, (b) 20% to URIF for support of the scholarship and undergraduate programs of the URI Physics Department, and (c) 40% to the Assignor. All license payments owing to Assignor pursuant to this Agreement shall be due and payable within 30 days of the receipt by Assignee of licensing fees relating to the IP.

8. In the event Assignee, URI or URIF should fail to use their reasonable and good faith efforts to obtain and maintain the Patent, not including defending the Patent, or to market the IP to potential licensees, Assignor shall receive from the Assignee a non-exclusive, royalty-free perpetual worldwide license to market, exploit, and use the IP. Assignee shall promptly execute all documents necessary to grant said license in favor of Assignor. Failure to use reasonable and good faith efforts shall be defined as: (a) failure to file a provisional patent for the IP within thirty (30) days of the execution of this Agreement; (b) failure to file and pursue an application for a standard full patent for the IP within fifty-two (52) weeks of the filing of a provisional patent; and (c) failure to market the IP by (i) contacting, in writing, at least five potential licensees, (ii) issuing news releases in at least three publications, and (iii) distributing by mail copies of the paper to be authored by the Assignor.

9. Assignor represents to Assignee that the IP represents all intellectual property heretofore created by Assignor with respect to the subject matter of the inventions covered by the IP. All inventions hereafter created by the Assignor subservient to the IP will belong to the Assignor and are not subject to this Assignment, except that Assignor grants to Assignee the first option for an assignment of any invention subservient to the IP on the same terms and conditions recited herein for the IP.

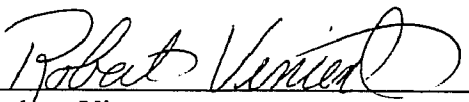
10. Assignor shall be entitled to publish materials, articles, and other written works relating to the IP once the full standard patent has been applied for. Assignor will retain all rights to any fees or income derived from such publications.

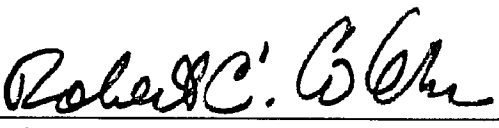
11. The terms of this Agreement are binding upon the parties hereto and their respective personal representatives, successors and assigns; provided, however, that Assignee shall not assign its rights under this Agreement without the prior written consent of the Assignor, which consent shall not be unreasonably withheld or delayed; and provided, further, that no consent of Assignor shall be required in connection with any license of the rights of Assignee hereunder.

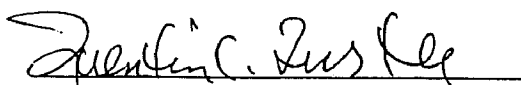
12. Assignor shall indemnify, defend and hold harmless Assignee, URI and URIF and their respective trustees, officers, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of the failure of Assignor to have and convey to Assignee hereunder all right, title and interest in and to the IP.

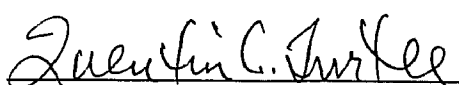
13. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on said inventions or resulting from said applications or any division or divisions thereof to the said Assignee as assignee of the entire interest, and hereby covenants that it has full right to convey the entire right, title and interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of 27<sup>th</sup> day of May, 2003.

  
Robert Vincent

  
University of Rhode Island Foundation

  
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