

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Oak Ridge Associated Universities	04/18/2008
RECEIVING PARTY DATA	
Name:	UT-Battelle, LLC
Street Address:	One Bethel Valley Road
Internal Address:	4500N, MS-6258
City:	Oak Ridge
State/Country:	TENNESSEE
Postal Code:	37831-6258
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12103837
CORRESPONDENCE DATA	
Fax Number:	(865)574-0381
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(865) 574-4178
Email:	bowmanke@ornl.gov
Correspondent Name:	Joseph A. Marasco
Address Line 1:	One Bethel Valley Road
Address Line 2:	4500N, MS-6258
Address Line 4:	Oak Ridge, TENNESSEE 37831-6258
ATTORNEY DOCKET NUMBER:	1956 ORAU TO UTB
NAME OF SUBMITTER:	Karen E. Bowman
<p>Total Attachments: 4</p> <p>source=1956 ORAU to UTB Assignment#page1.tif</p> <p>source=1956 ORAU to UTB Assignment#page2.tif</p>	

CH \$40.00 12103837

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**PATENT**  
**REEL: 020824 FRAME: 0141**



**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Oak Ridge Associated Universities

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 4/18/2008

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: UT-Battelle, LLC

Internal Address: 4500N, MS-6258

Street Address: One Bethel Valley Road

City: Oak Ridge

State: TN

Country: USA Zip: 37831-6258

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

12/103,837

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Joseph A. Marasco

Internal Address: UT-Battelle, LLC

Street Address: One Bethel Valley Road

4500N, MS-6258

City: Oak Ridge

State: TN Zip: 37831-6258

Phone Number: (865) 574-4178

Fax Number: (865) 574-0381

Email Address: marascoja@ornl.gov

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 13-1958

Authorized User Name Joseph A. Marasco

**9. Signature:**

/Joseph A. Marasco/

Signature

4/18/2008

Date

Joseph A. Marasco, Reg. No. 32798

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 020824 FRAME: 0143**

**ASSIGNMENT AGREEMENT BETWEEN  
UT-BATTELLE, LLC AND ORAU**

THIS AGREEMENT is by and between UT-Battelle, LLC a limited liability company organized and existing under the laws of the State of Tennessee (hereinafter "UT-BATTELLE") in accordance with its prime contract No. DE-AC05-00OR22725 (hereinafter "UT-Battelle's Prime Contract") with the U.S. Department of Energy (hereinafter DOE) and Oak Ridge Associated Universities (hereinafter "ORAU"), the not-for-profit operating contractor of the DOE's Oak Ridge Institute for Science and Education (hereinafter "ORISE") under its prime contract No. DE-AC05-06OR23100 (hereinafter "ORAU's Prime Contract") with the DOE, both being hereinafter jointly referred to as the "Parties" and singularly as a "Party."

**WHEREAS:**

- A.** The Parties have developed technology identified in the invention disclosures, patent applications, and/or patents listed in Exhibit A (hereinafter Proprietary Rights); and
- B.** The Parties desire that ORAU assign its undivided right, title, and interest to the Proprietary Rights to UT-BATTELLE to place ownership of all Proprietary Rights in a single Party, thereby promoting effective and successful commercialization of Proprietary Rights.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. In consideration of good and valuable consideration--including, but not limited to the promises contained in the Memorandum of Agreement between UT-BATTELLE and ORAU executed September 20, 2001--the receipt and sufficiency of such consideration being hereby acknowledged, ORAU by these presents does hereby sell, assign, transfer and set over unto UT-BATTELLE, its successors, legal representatives and assigns, its entire right, title, and interest (if any) in, to, and under the Proprietary Rights.
2. UT-BATTELLE shall share with ORAU portions of royalties UT-BATTELLE receives from licensees, if any, of the Proprietary Rights in accordance with the aforesaid Memorandum of Agreement.
3. UT-BATTELLE shall obligate any licensees of the Proprietary Rights to indemnify ORAU for any liability arising from the making, using, importing or selling of a product, process or service by or on behalf of the Licensee, its assignees or licensees which was derived from the Proprietary Rights, except for any negligent acts or omissions of ORAU.
4. UT-BATTELLE shall obligate any licensees of the Proprietary Rights as listed in Exhibit A to comply with all U. S. export control laws and regulations applicable to the export of the Proprietary Rights.
5. ORAU makes no warranties or representations of any kind regarding the Proprietary Rights.
6. The effective date of this agreement is April 11, 2008 and it shall run to and terminate upon the end of the life of the last-to-expire Proprietary Rights of Exhibit A.

In witness whereof the Parties have executed this agreement below:

UT-BATTELLE, LLC

By: Judson R. Hightower  
Name: Judson R. Hightower  
Title: IP Managing Attorney  
Date: 4/16/08

OAK RIDGE ASSOCIATED UNIVERSITIES

By: Ivan A. Boatner  
Name: Ivan A. Boatner  
Title: Vice President & General Counsel  
Date: 4/18/08

**EXHIBIT A, PROPRIETARY RIGHTS**

UT-B Docket No.	Title (Patent Appl. No., Patent No.)	Contract Type & No.	Inventors		
			UT-Battelle	ORAU	Others
1956.0	High Nb, Ta, and Al Creep- and Oxidation-Resistant Austenitic Stainless Steels	DE-AC05-00OR22725 DE-AC05-06OR23100	Michael P. Brady Michael L. Santella	Yukinori Yamamoto	Chain-tsun Liu