



To the Honorable Commission

103497865

attached original documents or copy thereof.

80.81-h

1. Name of conveying party(ies):

1. Christian Bruce Peel

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies)

Name: Brigham Young University

Internal Address: A-285ASB

City: Provo State: UT ZIP: 84602-6844

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date(s): May 11, 2004

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
10/459900

B. Patent No.(s)  
7317764

Additional numbers attached?  Yes  No

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

Name: Docket Administrator

Internal Address: 2F-192

Street Address: 600 Mountain Avenue

City: Murray Hill State: NJ ZIP: 07974-0636

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 12-2325

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Martin I. Finston  
Name of Person Signing

Signature

11 April 2008  
Date

Total number of pages including cover sheet, attachments, and document: 5  
04/18/2008 DBYRNE 0000053 122325 10459900  
01 FC:0021 40.00 00

Mail documents to be recorded with required cover sheet information to:

Mail Stop **Assignment Recordation Services**  
Director of the US Patent and Trademark Office  
PO Box 1450, Alexandria, VA 22313-1450

Case Name/No.: Hochwald 13-1

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450, on April 11, 2008.

Margaret Cardoso

OPR/FINANCE  
003 APR 15 AM 10:22

## 1 ASSIGNMENT AND ROYALTY AGREEMENT

THIS ASSIGNMENT is made this 11<sup>th</sup> day of May, 2004 by Christian B. Peel, hereinafter referred to as the "Creator" residing in the City of Zürich, Switzerland, and Brigham Young University, a non-profit corporation and educational institution, having its principal campus and place of business located in Provo, Utah, hereinafter referred to as "BYU."

### RECITALS

A. The Creator has invented or created certain new and useful technologies, methodologies, improvements, variations, concepts, intellectual property or creative works which are known as "Method of Signal Transmission to Multiple Users from a Multi-Element Array," hereinafter referred to as the "Work Product," as more particularly described in the attached Exhibit "A" which is incorporated by reference into this Agreement.

B. The Creator has invented and developed the Work Product arising out of the performance of his duties as a faculty member and/or employee of BYU, or through his utilization of BYU facilities or resources. As a condition to employment, the Creator has agreed, pursuant to University policies, to assign to BYU all work products invented, created, developed or arising out of the performance of his duties as a faculty member and/or employee at BYU.

C. The Creator and BYU desire to confirm BYU's ownership of the entire and exclusive right, title and interest in and to the Work Product and to any subsequent improvements thereto made by the Creator while a faculty member, employee, agent or contractor of BYU and, if appropriate, to have BYU make application for and to receive patents, obtain copyright protection or otherwise protect BYU's ownership interest in the Work Product and subsequent improvements in the United States and in foreign countries, and to eliminate any uncertainties or ambiguities concerning BYU's ownership of the Work Product and the Creator's entitlements, flowing therefrom.

NOW, THEREFORE, the parties in consideration of the promises set forth in this Agreement, do mutually agree as follows:

1. Assignment. In consideration of good and valuable consideration received by the Creator, the receipt and sufficiency of which is hereby acknowledged, the Creator assigns to BYU his entire and exclusive right, title and interest in and to the Work Product, including, but not limited to, the right to make, use, reproduce and transfer the Work Product, and any improvements in the Work Product subsequently made or acquired by the Creator while employed or otherwise affiliated with BYU, any and all present and subsequent United States or foreign patent or patent applications therefor, all divisions, continuations, reissuances or extensions of such patents, whenever such right may be legally exercised, the right to claim the benefits and rights of priority of the International Convention for the Protection of Industrial Property for such applications and patents, any and all copyright rights and protections and any other incidence of title or ownership of whatever description.

2. Royalties. Royalties and any other rights or entitlements that the Creator may enjoy in connection with the Work Product shall be governed by applicable BYU policy relating to the ownership of patents, copyrights and other creative works. A copy of the applicable policy is attached as Exhibit "B" and incorporated by reference.

3. Authorization. The Creator authorizes and requests the United States Commissioner of Patents and Trademarks, the patent office officials in foreign countries as are duly authorized by their

**PATENT**

**REEL: 020828 FRAME: 0877**

patent laws to issue patents and such other appropriate governmental agency or official, to issue any and all patents, copyrights or other incidences of ownership and protection with reference to the Work Product and improvements subject of this Assignment to BYU, as the owner of the Creator's entire right, title and interest in and to the Work Product, for the sole use and benefit of BYU, its successors, assigns and legal representatives.

4. Cooperation. The Creator agrees, without further consideration, to assign all lawful papers and to perform all other lawful acts which BYU may request to make this Assignment fully effective and so that BYU may enjoy to the fullest extent possible the rights conveyed pursuant to this Assignment including, by way of example, but not of limitation, the following:

Full cooperation in such proceedings as considered necessary to effect the prompt issuance of all original, divisional, substantive, reissuance and other United States and foreign patent applications and patents on the Work Product and improvements, such as opposition, cancellation proceedings, priority contests, public use proceedings, notification, reissue, extension or administrative or court actions and the like, to execute all lawful documents requested by BYU to further the prosecution of any such patent applications and patents as may be issued, amended or improved, and to cooperate with any appropriate action, proceeding or process, to perfect and establish copyright protection or ownership or other incidence of ownership in the Work Product for the benefit of BYU.

5. Limited Warranty. The Creator warrants that he has not entered into any assignment, contract or understanding that might conflict with or in any way limit or undermine this Assignment, with the exception of a non-employee visiting worker agreement with Lucent Technologies executed on 1 October 2002 at the end of a project at Lucent's Bell Labs.

6. Future Disclosure. The Creator covenants to promptly and fully disclose to BYU all improvements or modifications made to the Work Product by the Creator that reasonably relate to the assigned Work Product and BYU ownership rights.

7. Access to Records. The Creator shall enjoy access, upon reasonable notice and at reasonable hours, to BYU's books and records pertaining to the subject matter of this Agreement.

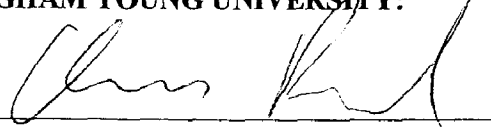
8. Amendments. This Agreement may be amended at any time upon unanimous agreement of the parties hereto, which amendment(s) must first be reduced to writing and signed by all parties in order to become effective.

9. Counterparts. This Agreement may, but need not, be executed in separate counterparts by each or any party hereto, and as such said counterparts shall have the same binding effect as if all signatories had executed one document.

10. Entire Agreement. This Agreement constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between these parties are incorporated herein. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement.

11. Binding Effect. The terms, conditions and covenants of this Assignment shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

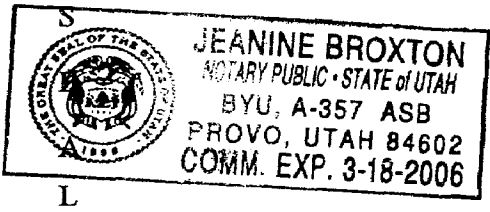
**BRIGHAM YOUNG UNIVERSITY:**

By: 

By: Gary R Hooper  
Name: Gary R. Hooper  
Title: Associate Academic Vice President

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On this 9<sup>th</sup> day of June, 2004, personally appeared before me Gary R. Hooper, who, being by me duly sworn did say that he, the said Gary R. Hooper, is an Associate Academic Vice President of Brigham Young University, and that the within and foregoing instrument was signed on behalf of said corporation and said Gary R. Hooper who duly acknowledged to me that he executed the same as authorized by and in behalf of Brigham Young University.



Jeanine Broxton, NOTARY PUBLIC  
Residing in: Provo UT  
My Commission Expires: 3-18-06

Christian B. Peel  
Creator's Signature

Name: Christian B. Peel  
Address: Culmannstrasse 37  
Zurich CH-8092 Switzerland

COUNTRY - Switzerland )  
: ss  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2004, appeared before me personally, Christian B. Peel, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath and before me that he has read the same and understands it and that he has executed this Assignment of his free act and will for the purposes set forth in the Assignment.

S  
E  
A  
L  
\_\_\_\_\_  
Notary Public  
Residing in: \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

Official Certification

Seen for authentication of the reverse side signature, affixed in our presence by  
Mr. Christian Peel, born 20th February 1970, citizen of the United States of America,  
residing at Culmannstrasse 37, 8006 Zurich,  
who has identified himself by passport.

Zurich, this 11th May 2004

B No. 1133  
Fee: Fr. 20.--



NOTARIAT UNTERSTRASS-ZÜRICH

Hans Hugentobler, Notary public 

