## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Robert V. Fox	12/17/2009
Chivin Sun	12/16/2009
Rene G. Rodriguez	12/16/2009
Joshua J. Pak	12/16/2009
Kelsey R. Margulieux	12/16/2009
Andrew W. Holland	12/16/2009

### **RECEIVING PARTY DATA**

Name:	Battelle Energy Alliance, LLC		
Street Address:	P.O. Box 1625		
City:	Idaho Falls		
State/Country:	IDAHO		
Postal Code:	83415-3899		

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12646474

### **CORRESPONDENCE DATA**

Fax Number: (208)526-8339

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

208-526-6339 Phone:

Email: kathryn.harris@inl.gov Correspondent Name: Battelle Energy Alliance, LLC

Address Line 1: P.O. Box 1625

Address Line 4: Idaho Falls, IDAHO 83415-3899

ATTORNEY DOCKET NUMBER:	BA-389
NAME OF SUBMITTER:	Stephen R. Christian

**PATENT** 501070546 **REEL: 023818 FRAME: 0019** 

## **Total Attachments: 22** source=BA-389\_Assigncomplete#page1.tif source=BA-389\_Assigncomplete#page2.tif source=BA-389\_Assigncomplete#page3.tif source=BA-389\_Assigncomplete#page4.tif source=BA-389\_Assigncomplete#page5.tif source=BA-389 Assigncomplete#page6.tif source=BA-389\_Assigncomplete#page7.tif source=BA-389\_Assigncomplete#page8.tif source=BA-389 Assigncomplete#page9.tif source=BA-389\_Assigncomplete#page10.tif source=BA-389\_Assigncomplete#page11.tif source=BA-389\_Assigncomplete#page12.tif source=BA-389 Assigncomplete#page13.tif source=BA-389\_Assigncomplete#page14.tif source=BA-389\_Assigncomplete#page15.tif source=BA-389\_Assigncomplete#page16.tif source=BA-389\_Assigncomplete#page17.tif source=BA-389\_Assigncomplete#page18.tif source=BA-389\_Assigncomplete#page19.tif source=BA-389\_Assigncomplete#page20.tif source=BA-389 Assigncomplete#page21.tif source=BA-389\_Assigncomplete#page22.tif

#### ASSIGNMENT

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does:

SELL, ASSIGN AND TRANSFER to Battelle Energy Alliance, LLC (BEA) a Delaware limited liability company, having a principal place of business at 2525 Fremont Avenue, Idaho Falls, Idaho 83415, the entire right, title and interest for the United States and all foreign countries and jurisdictions in any and all inventions and improvements which are disclosed in the Application for United States Letters Patent, Attorney Docket No. BA-389, entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND SINGLE SOURCE PRECURSORS AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS, such application filed on Jecophy 23, 3009 and assigned Serial No. 12/646, 474, such application and all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries and jurisdictions relating to any of such inventions and improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions on such inventions and improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** BEA to apply for and receive any and all United States and foreign patents relating to such inventions and improvements in its own name;

**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States and foreign patents granted on such inventions and improvements in the name of BEA;

**REPRESENT** that no assignment, grant, mortgage, license or other agreement or encumbrance inconsistent with the rights and property conveyed by this assignment has been or will be made or entered into by the undersigned, and that the full right to convey the same is possessed by the undersigned, subject to any and all rights retained by the United States Government;

COVENANT to carry out in good faith the intent and purpose of this assignment, to execute all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other patent applications relating to any and all such inventions and improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to BEA all facts and provide to BEA all documents and things known and accessible to the undersigned relating to such inventions and improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which BEA shall consider desirable for vesting title to such inventions and improvements in BEA, and to secure, maintain, defend and enforce valid and enforceable patent protection for such inventions and improvements; at the request of BEA and upon prior

written arrangement, BEA may reimburse the undersigned for any burdensome expenses in carrying out the above covenants;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of BEA.

**AUTHORIZE AND DIRECT** any of the attorneys associated with Customer Number 85013 to insert the serial number and filing date of the application now identified by the attorney docket number and title set forth above as soon as the same shall have been made known to them by the United States Patent and Trademark Office.

ASSIGNORS:

Signed: Robert 7	Tex	Date	12/17/09
Printed Name: Robert V. Fox	,		•
Residing at: Idaho Falls, Idaho			
State of Idaho )			
S.S.			
County of Bonneville )			
On this day of down	2009 before	me nersonally ann	eared Robert V. Fox,
known to me to be the person whose name is			
to me that he/she executed the same.			
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Chivin Sun (Assignor) is a co-inventor together with, but not limited to, Battelle Energy Alliance, LLC (BEA) employee Robert V. Fox of an invention disclosed in BEA Invention Disclosure Record No. BA-389 entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND SINGLE SOURCE PRECURSORS AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS as claimed in the Application for United States Letters Patent, Attorney Docket No. BA-389 referenced herein;

BEA in accordance with its U.S. Department of Energy Contract No. DE-AC07-05ID14517, desires to acquire the entire right, title and interest in such jointly developed invention;

In consideration of the mutual covenants, conditions, and terms set forth herein, and for other good and valuable consideration, the Parties agree as follows:

BEA has agreed to an Income Sharing Agreement, 10-ISA-01, with Assignor's employer, Idaho State University, and BEA shall have no other duty or obligation to Assignor or Idaho State University, Assignor's employer at the time of invention. Nothing in this Agreement shall be construed as establishing an employment relationship between BEA and Assignor.

Assignor acknowledges that BEA makes no representations as to the scope or extent of patent protection, if any, that may ultimately be obtained or that BEA will be successful in entering into patent license agreements and/or obtaining any patent licensing revenue or other income.

Assignor authorizes BEA to apply for and receive any and all United States and foreign patents relating to such inventions and improvements in its own name, and authorizes and requests the issuing authority to issue any and all United States and foreign patents granted on such inventions and improvements in the name of BEA.

Assignor represents and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance inconsistent with the rights and property conveyed by this assignment has been or will be made or entered into by him/her, and that the full right to convey the same is possessed by him or her, subject to any and all rights retained by the United States Government.

Assignor covenants to carry out in good faith the intent and purpose of this assignment, to execute all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other patent applications relating to any and all such inventions and improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to BEA all facts and provide to BEA all documents and things known and accessible to him/her relating to such inventions and improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which BEA shall consider desirable for vesting title to such inventions and improvements in BEA, and to secure, maintain, defend and enforce valid and enforceable patent protection for such inventions and improvements; at the request of BEA and upon prior written arrangement, BEA may reimburse him or her for any burdensome expenses in carrying out the above covenants;

Assignor agrees and acknowledges that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon his or her heirs, assigns, representatives and successors and EXTEND to the successors, assigns and nominees of BEA.

Assignor authorizes and directs any of the attorneys associated with United States Patent and Trademark Office Customer Number 00085013 to insert the serial number and filing date of the application now identified by the attorney docket number and title set forth above when the same shall have been made known to them by the United States Patent and Trademark Office.

This Agreement forms the entire understanding between Assignor and BEA, and supersedes all other agreements, expressed or implied, between the Assignor and BEA concerning the jointly developed invention excepting the Income Sharing Agreement 10-ISA-01 referenced above, and a Cooperative Research and Development Agreement (CRADA) entered into by the Parties dated September 5, 2008.

Any litigation concerning this Assignment Agreement will be brought in a court of competent jurisdiction in the State of Idaho, in accordance with Idaho law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the respective dates set forth below.

BATTELLE ENERGY ALLIANCE, LLC

Brent J. Stacey, Directo

Technology Beployment

Date: \_\_\_\_// \_\_

ASSIGNOR:

Chivin Sun

State of Idahu )

S S S County of Bannoch )

On this 4 day of December, in the year of 2009, before me personally appeared Chivin Sun known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written

(seal)



Notary Public for State of Jol.
Residing at: Catello Vol

My Commission expires: 10-15-2015

IDAHO STATE UNIVERSITY

Its: Director, Office of Sponsored Programs

On this 16th day of December in the year of 2009, before me, the undersigned, a notary public in and for said State, personally appeared Dame Arrody known or identified to me to be the president, or vice-president, secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written.

Notary Public for Ideho
Residing at: Pocatello
My Commission expires: 10/2012

Rene G. Rodriguez (Assignor) is a co-inventor together with, but not limited to, Battelle Energy Alliance, LLC (BEA) employee Robert V. Fox of an invention disclosed in BEA Invention Disclosure Record No. BA-389 entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND SINGLE SOURCE PRECURSORS AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS as claimed in the Application for United States Letters Patent, Attorney Docket No. BA-389 referenced herein;

BEA in accordance with its U.S. Department of Energy Contract No. DE-AC07-05ID14517, desires to acquire the entire right, title and interest in such jointly developed invention;

In consideration of the mutual covenants, conditions, and terms set forth herein, and for other good and valuable consideration, the Parties agree as follows:

BEA has agreed to an Income Sharing Agreement, 10-ISA-01, with Assignor's employer, Idaho State University, and BEA shall have no other duty or obligation to Assignor or Idaho State University, Assignor's employer at the time of invention. Nothing in this Agreement shall be construed as establishing an employment relationship between BEA and Assignor.

Assignor acknowledges that BEA makes no representations as to the scope or extent of patent protection, if any, that may ultimately be obtained or that BEA will be successful in entering into patent license agreements and/or obtaining any patent licensing revenue or other income.

Assignor authorizes BEA to apply for and receive any and all United States and foreign patents relating to such inventions and improvements in its own name, and authorizes and requests the issuing authority to issue any and all United States and foreign patents granted on such inventions and improvements in the name of BEA.

Assignor represents and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance inconsistent with the rights and property conveyed by this assignment has been or will be made or entered into by him/her, and that the full right to convey the same is possessed by him or her, subject to any and all rights retained by the United States Government.

Assignor covenants to carry out in good faith the intent and purpose of this assignment, to execute all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other patent applications relating to any and all such inventions and improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to BEA all facts and provide to BEA all documents and things known and accessible to him/her relating to such inventions and improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which BEA shall consider desirable for vesting title to such inventions and improvements in BEA, and to secure, maintain, defend and enforce valid and enforceable patent protection for such inventions and improvements; at the request of BEA and upon prior written arrangement, BEA may reimburse him or her for any burdensome expenses in carrying out the above covenants;

Assignor agrees and acknowledges that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon his or her heirs, assigns, representatives and successors and EXTEND to the successors, assigns and nominees of BEA.

Assignor authorizes and directs any of the attorneys associated with United States Patent and Trademark Office Customer Number 00085013 to insert the serial number and filing date of the application now identified by the attorney docket number and title set forth above when the same shall have been made known to them by the United States Patent and Trademark Office.

This Agreement forms the entire understanding between Assignor and BEA, and supersedes all other agreements, expressed or implied, between the Assignor and BEA concerning the jointly developed invention excepting the Income Sharing Agreement 10-ISA-01 referenced above, and a Cooperative Research and Development Agreement (CRADA) entered into by the Parties dated September 5, 2008.

Any litigation concerning this Assignment Agreement will be brought in a court of competent jurisdiction in the State of Idaho, in accordance with Idaho law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the respective dates set forth below.

BATTELLE ENERGY ALLIANCE, LLC

By:

Brent J. Stacey, Director

Technology Deployment

Date:

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State of Idalua County of Bannock

On this day of d acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written

(seal)



Notary Public for State of Idaho
Residing at: 10ca tello, 10c.
My Commission expires: 10-15-2015

**IDAHO STATE UNIVERSITY** 

By Sliann Hours

Its: Director, Office of Sponsored Programs

State of <u>Idaho</u>) ss. County of <u>Bannoch</u>)

On this 16th day of 10ce bur in the year of, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Dane Home, known or identified to me to be the president, or vice-president, secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written.

Notary Public for Idaho
Residing at: Pocatelly ID
My Commission expires: 10/2012

Joshua J. Pak (Assignor) is a co-inventor together with, but not limited to, Battelle Energy Alliance, LLC (BEA) employee Robert V. Fox of an invention disclosed in BEA Invention Disclosure Record No. BA-389 entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND SINGLE SOURCE PRECURSORS AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS as claimed in the Application for United States Letters Patent, Attorney Docket No. BA-389 referenced herein;

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Assignor authorizes BEA to apply for and receive any and all United States and foreign patents relating to such inventions and improvements in its own name, and authorizes and requests the issuing authority to issue any and all United States and foreign patents granted on such inventions and improvements in the name of BEA.

Assignor represents and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance inconsistent with the rights and property conveyed by this assignment has been or will be made or entered into by him/her, and that the full right to convey the same is possessed by him or her, subject to any and all rights retained by the United States Government.

Assignor covenants to carry out in good faith the intent and purpose of this assignment, to execute all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other patent applications relating to any and all such inventions and improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to BEA all facts and provide to BEA all documents and things known and accessible to him/her relating to such inventions and improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which BEA shall consider desirable for vesting title to such inventions and improvements in BEA, and to secure, maintain, defend and enforce valid and enforceable patent protection for such inventions and improvements; at the request of BEA and upon prior written arrangement, BEA may reimburse him or her for any burdensome expenses in carrying out the above covenants:

Assignor agrees and acknowledges that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon his or her heirs, assigns, representatives and successors and EXTEND to the successors, assigns and nominees of BEA.

Assignor authorizes and directs any of the attorneys associated with United States Patent and Trademark Office Customer Number 00085013 to insert the serial number and filing date of the application now identified by the attorney docket number and title set forth above when the same shall have been made known to them by the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the respective dates set forth below.

BATTELLE ENERGY ALLIANCE, LLC

Technology Deployment

PATENT

REEL: 023818 FRAME: 0032

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Joshua I Pak

State of Idalo.

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County of 100

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On this <u>l</u> day of <u>locument</u>, in the year of 2009, before me personally appeared Joshua J. Pak known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written

(seal)



Notary Public for State of Idahul
Residing at: Docateller Voland

My Commission expires: 10-15-0015

**REEL: 023818 FRAME: 0033** 

IDAHO STATE UNIVERSITY

By Cliann Howoch

Its: Director, Office of Sponsored Programs

State of Idaho

County of Bannode

State of Idaho

State of Id

On this 16 day of December in the year of 2009, before me, the undersigned, a notary public in and for said State, personally appeared Diame from known or identified to me to be the president, or vice-president, secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written.

(seal)

Notary Public for Idaho
Residing at: Pocatallo, ID
My Commission expires: 10/2012

Kelsey R. Margulieux (Assignor) is a co-inventor together with, but not limited to, Battelle Energy Alliance, LLC (BEA) employee Robert V. Fox of an invention disclosed in BEA Invention Disclosure Record No. BA-389 entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND SINGLE SOURCE PRECURSORS AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS as claimed in the Application for United States Letters Patent, Attorney Docket No. BA-389 referenced herein;

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Assignor represents and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance inconsistent with the rights and property conveyed by this assignment has been or will be made or entered into by him/her, and that the full right to convey the same is possessed by him or her, subject to any and all rights retained by the United States Government.

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Assignor agrees and acknowledges that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon his or her heirs, assigns, representatives and successors and EXTEND to the successors, assigns and nominees of BEA.

Assignor authorizes and directs any of the attorneys associated with United States Patent and Trademark Office Customer Number 00085013 to insert the serial number and filing date of the application now identified by the attorney docket number and title set forth above when the same shall have been made known to them by the United States Patent and Trademark Office.

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Any litigation concerning this Assignment Agreement will be brought in a court of competent jurisdiction in the State of Idaho, in accordance with Idaho law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the respective dates set forth below.

BATTELLE ENERGY ALLIANCE, LLC

Brent J. Stacey, Director

Technolog Deployment

Date:

PATENT REEL: 023818 FRAME: 0036

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State of Idaha )

State of Bannoch )

SS

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_, in the year of 2009, before me personally appeared Kelsey R. Margulieux known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written

(seal)



Notary Public for State of Jahren Residing at: Joca Jello John My Commission expires: 10-15. 2005

**IDAHO STATE UNIVERSITY** 

By: Cliannel, Howork

Its: Director, Office of Sponsored Programs

On this 11 day of December in the year of 2009, before me, the undersigned, a notary public in and for said State, personally appeared Diana Homb, known or identified to me to be the president, or vice-president, secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date

and year this certificate first above written.

(seal)

Notary Public for Tolaho
Residing at: Pozateli

My Commission expires: 10 2012

Andrew W. Holland (Assignor) is a co-inventor together with, but not limited to, Battelle Energy Alliance, LLC (BEA) employee Robert V. Fox of an invention disclosed in BEA Invention Disclosure Record No. BA-389 entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND SINGLE SOURCE PRECURSORS AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS as claimed in the Application for United States Letters Patent, Attorney Docket No. BA-389 referenced herein;

BEA in accordance with its U.S. Department of Energy Contract No. DE-AC07-05ID14517, desires to acquire the entire right, title and interest in such jointly developed invention;

In consideration of the mutual covenants, conditions, and terms set forth herein, and for other good and valuable consideration, the Parties agree as follows:

Assignor sells, assigns, and transfers the entire right, title and interest for the United States and all foreign countries and jurisdictions in any and all inventions and improvements which are disclosed in the Application for United States Letters Patent, Attorney Docket No. BA-389, entitled METHODS OF FORMING SINGLE SOURCE PRECURSORS, METHODS OF FORMING POLYMERIC SINGLE SOURCE PRECURSORS, AND INTERMEDIATE PRODUCTS FORMED BY SUCH METHODS, such application filed on December 23,3279 and assigned Serial No. 12 Ute, 474, such application and all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries and jurisdictions relating to any of such inventions and improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions on such inventions and improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States.

BEA has agreed to an Income Sharing Agreement, 10-ISA-01, with Assignor's employer, Idaho State University, and BEA shall have no other duty or obligation to Assignor or Idaho State University, Assignor's employer at the time of invention. Nothing in this Agreement shall be construed as establishing an employment relationship between BEA and Assignor.

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Assignor represents and covenants that no assignment, grant, mortgage, license or other agreement or encumbrance inconsistent with the rights and property conveyed by this assignment has been or will be made or entered into by him/her, and that the full right to convey the same is possessed by him or her, subject to any and all rights retained by the United States Government.

Assignor covenants to carry out in good faith the intent and purpose of this assignment, to execute all divisionals, continuations, substitutes, renewals, reissues, reexaminations, and all other patent applications relating to any and all such inventions and improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to BEA all facts and provide to BEA all documents and things known and accessible to him/her relating to such inventions and improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which BEA shall consider desirable for vesting title to such inventions and improvements in BEA, and to secure, maintain, defend and enforce valid and enforceable patent protection for such inventions and improvements; at the request of BEA and upon prior written arrangement, BEA may reimburse him or her for any burdensome expenses in carrying out the above covenants;

Assignor agrees and acknowledges that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon his or her heirs, assigns, representatives and successors and EXTEND to the successors, assigns and nominees of BEA.

Assignor authorizes and directs any of the attorneys associated with United States Patent and Trademark Office Customer Number 00085013 to insert the serial number and filing date of the application now identified by the attorney docket number and title set forth above when the same shall have been made known to them by the United States Patent and Trademark Office.

This Agreement forms the entire understanding between Assignor and BEA, and supersedes all other agreements, expressed or implied, between the Assignor and BEA concerning the jointly developed invention excepting the Income Sharing Agreement 10-ISA-01 referenced above, and a Cooperative Research and Development Agreement (CRADA) entered into by the Parties dated September 5, 2008.

Any litigation concerning this Assignment Agreement will be brought in a court of competent jurisdiction in the State of Idaho, in accordance with Idaho law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the respective dates set forth below.

BATTELLE ENERGY ALLIANCE, LLC

Brent J. Stacey, Director

Technology Deployment

Date:

PATENT REEL: 023818 FRAME: 0040

 $^{\circ}$ 

## ASSIGNOR:

State of <u>Jdalul</u>
County of <u>Bannach</u>

On this <u>l</u> day of <u>lecture</u>, in the year of 2009, before me personally appeared Andrew W. Holland known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this

certificate first above written

(seal)

My Commission expires: 10-15, 2015

IDAHO STATE UNIVERSITY

Slianne J. Howorke

Its: Director, Office of Sponsored Programs

State of <u>Idaho</u>)

County of <u>Bannoch</u>)

ss.

On this 16th day of December in the year of, 2009, before me, the undersigned, a notary public in and for said State, personally appeared Drame Hornet, known or identified to me to be the president, or vice-president, secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date and year this certificate first above written.

RECORDED: 01/20/2010

Notary Public for Idaho
Residing at: Pocatello
My Commission expires: 10/20/2