

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Indiana University Research & Technology Corporation	02/08/2010
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6120287
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<b>Total Attachments: 3</b> source=Assignment_to_Jie_Chen#page1.tif source=Assignment_to_Jie_Chen#page2.tif source=Assignment_to_Jie_Chen#page3.tif	

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**PATENT**  
**REEL: 024055 FRAME: 0957**

## **ASSIGNMENT**

WHEREAS, as of 2/8/2010 (the "Effective Date"), the **Indiana University Research & Technology Corporation**, a non-profit organization having a place of business at 351 W. 10<sup>th</sup> St., Indianapolis, IN 46202 (the "Assignor") possesses the right, title and interest for and in U.S. Patent 6,120,287 filed 8/6/1999 and titled 'APPARATUS AND METHOD FOR MEASURING ORTHODONTIC FORCE APPLIED BY AN ORTHODONTIC APPLIANCE'; and

WHEREAS, **Jie Chen**, (collectively, the "Assignee") are desirous of acquiring Assignor's entire right, title and interest in and to said patent, including reissues and re-examinations (the "Rights"), subject to the reservations of rights set forth below;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the aforesaid Rights in existence as of the Effective Date, except that Assignor reserves a perpetual and royalty free right for itself and Indiana University to practice under the Rights for educational, research, and patient care and treatment purposes and for other non-profit organizations to practice under the Rights for educational and research purposes. In addition, Assignee hereby agrees not to use the Rights, or permit its further assignees and/or licensees to use the Rights, to block Assignor's licensees from commercializing future inventions made by the inventors or others at Indiana University. Furthermore, nothing herein shall be construed to affect or limit the pre-existing royalty-free rights required to be granted to the U.S. Government pursuant to 35 USC §§200-206 and to 37 CFR Part 401, should any such rights exist. This assignment is further subject to any pre-existing rights of, or obligations to, third parties or other research sponsor restrictions (e.g., non-exclusive licenses, royalty sharing obligations) which may attach as a result of non-Government sponsorship of research at Indiana University under which the Rights were made.

AND, the aforesaid assignment includes the Assignor's right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made.

AND, Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said Rights to Assignee.

AND, nothing herein shall be construed as an assignment of any rights of Assignor or Indiana University, other than the Rights. Assignee acknowledges that the assignment of the Rights provided hereunder does not include assignment of improvement inventions, related inventions, or other intellectual property or proprietary information that has been or is made by the inventors or others at Indiana University.

AND, nothing herein shall be construed as (i) a warranty or representation by Assignor as to the validity or scope of any Rights, (ii) a warranty or representation that anything made, used, imported, developed, promoted, offered for sale, sold, or otherwise disposed of under the Rights does not or will not infringe patents, trade secrets or other proprietary rights of third parties; (iii) a representation or warranty of operability or that development of a commercial product is possible; (iv) any other representations or warranties, either express or implied, unless specified herein; (v) directly or indirectly operating or applying as a waiver of sovereign immunity by the State of Indiana; or (vi) imposing any obligation or any liability on any party contrary to the laws of the State of Indiana. ALL RIGHTS ARE ASSIGNED HEREUNDER "AS IS." ASSIGNOR DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE RIGHTS.

AND, Assignee hereby represents and warrants that, as of the Effective Date, Assignee has disclosed to Assignor any and all (i) companies that Assignee is aware of which now have or previously had an interest in licensing or otherwise acquiring any of the Rights; (ii) start-up companies that Assignee has founded, is in the process of founding, or plans to found, and (iii) companies in which Assignee and/or immediate relatives of same have an interest that required review under Indiana University's conflicts of interest policies. Assignee hereby agrees not to license or assign any of the Rights to any company falling within categories (i), (ii) or (iii) above which was not disclosed to Assignor on or before the Effective Date, as required above, unless Assignor has first consented to such license or assignment in writing. In the event that such consent is necessary, or in the event of a breach of any warranty herein by Assignee, Assignor may require Assignee, as a condition of such consent, to make payments to Assignor in the same manner as such company would have reasonably made to Assignor if this Assignment had not been made, and such license or assignment to such company had been made by Assignor.

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IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of  
Representative for Assignor:



Marie C. Kerbeshian

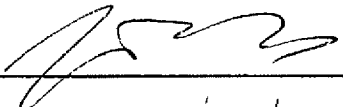
Representatives Title:

Vice President, Office of Technology Commercialization  
Indiana University Research & Technology Corporation

Date:

2/8/10

Signature of  
Representative for Assignee:



Representative's Name:

JIE CHEN

Date:

2/28/2010