

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance type previously recorded on Reel 024953 Frame 0623. Assignor(s) hereby confirms the Exclusive License.

CONVEYING PARTY DATA

Name	Execution Date
University of Washington	12/15/1995

RECEIVING PARTY DATA

Name:	Washington Research Foundation
Street Address:	1107 N.E. 45th Street Suite 205
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98105

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	5937341
Patent Number:	6427068
Patent Number:	6631256
Patent Number:	7116963
Patent Number:	7606542
Patent Number:	7606549
Patent Number:	7639996
Application Number:	12615130
Application Number:	12615031
Application Number:	12614623
Application Number:	12614615
Application Number:	12484018
Application Number:	12170978
Application Number:	12749742

OP \$560.00 5937341

CORRESPONDENCE DATA

Fax Number: (312)896-5633

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

Email: millypark@patentit.com

Correspondent Name: MILDRED PARK

Address Line 1: 55 W. MONROE ST. SUITE 3210

Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER:

Mildred Park

Total Attachments: 11

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TO:MILDRED PARK COMPANY:55 W. MONROE ST. SUITE 3210

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/09/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
University of Washington	12/15/1995
RECEIVING PARTY DATA	
Name:	Washington Research Foundation
Street Address:	1107 N.E. 45th Street Suite 205
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State/Country:	WASHINGTON
Postal Code:	98105
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Property Type	Number
Patent Number:	5937341
Patent Number:	6427068
Patent Number:	6631256
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Application Number:	12749742
CORRESPONDENCE DATA	

OP \$560.00 5937341

TO:MILDRED PARK COMPANY:55 W. MONROE ST. SUITE 3210

Fax Number: (312)896-5633*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Email:** millypark@patentit.com**Correspondent Name:** MILDRED PARK**Address Line 1:** 55 W. MONROE ST. SUITE 3210**Address Line 4:** CHICAGO, ILLINOIS 60603**NAME OF SUBMITTER:**

Mildred Park

Total Attachments: 9

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EXCLUSIVE TECHNOLOGY LICENSE

between

UNIVERSITY OF WASHINGTON

and

WASHINGTON RESEARCH FOUNDATION

THIS LICENSE AGREEMENT effective December 15, 199 5 between the UNIVERSITY OF WASHINGTON ("UW"), a public institution of higher education in the State of Washington, and WASHINGTON RESEARCH FOUNDATION ("WRF"), a not-for-profit corporation incorporated and existing under the laws of the State of Washington, is as follows:

WHEREAS, UW is the owner, by assignment, of certain technology, generally characterized as SSB Demodulator which is covered by certain patent and know-how rights of the UW, as defined below;

WHEREAS, UW desires that the technology be developed and brought to market so that its benefits can be enjoyed by the general public and so that revenue will be generated for the support of research and of technology transfer at the UW;

WHEREAS, WRF has reviewed the technology and desires a license to the said technology as contemplated by the Technology Administration Agreement between UW and WRF dated January 1, 1985 as modified by Amendment Number One effective July 1, 1988 and by the March 23, 1993 letter from Alvin Kwiram of the UW to Ronald S. Howell of the WRF substituting exclusive license for assignment as the mechanism for transferring technologies from the UW to the WRF;

NOW, THEREFORE, in consideration of the obligations expressed herein, the Parties ascribe to the recitals set forth above and agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 "Inventors," as used herein, shall refer to the individual(s) who invented the Technology which is the subject of this Agreement: Edwin A. Suominen

1.02 "Technology", as used herein, shall mean all rights now or hereafter owned by UW, by assignment from the Inventor(s), including, without limitation, all Patent Rights as defined below, and any related inventions, processes, formulae, and the like, whether or not patentable, trade secrets, Proprietary Information or copyrightable material generally relating to:

Tech ID: 03-95-37

Title: SSB Demodulator

1.03 "Patent Rights", as used herein, shall include all of the following intellectual property rights:

- (a) the United States and foreign patents and/or patent applications now or hereafter filed covering the Technology and divisionals and continuations of these applications;
- (b) United States and foreign patents now or hereafter issued covering the Technology;
- (c) claims of U.S. and foreign applications, including continuations-in-part, and of the resulting patents, which are directed to subject matter specifically described in the U.S. and foreign applications described above;
- (d) claims of all foreign patent applications, and of the resulting patents, which are directed to subject matter specifically described in the parent U.S. patent and/or patent applications listed in (a), (b), or (c) above;
- (e) any reissues of the U.S. patents described in (a), (b), or (c) above;

1.04 "Party", as used herein, shall mean UW or WRF and when used in plural, shall mean UW and WRF.

1.05 "Third Party", as used herein, shall mean corporate entities or individuals other than WRF or UW.

1.06 "Proprietary Information", as used herein, shall mean any information related to the Technology, and not generally known to the public including but not limited to scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, market data, customer requirements, data, plans or other records, or software.

1.07 "Technology Biological Materials" , as used herein, shall mean biological materials produced by or at the direction of the Inventor in connection with the Technology.

1.08 "Commercialization" means any activity for the purpose of introducing the Technology to public use and production of revenue by licensing, sale or otherwise.

1.09 "Gross Proceeds" means royalties, fees, sales, rent, damages or any money or property received which arises from making, using or selling any technology covered by this Agreement or from claims against infringers of rights in the technology.

1.10 "Allocable Costs" means expenses incurred by WRF identifiable with a particular item of technology including all of the various patent costs, consulting and professional fees, commissions paid to others, travel expenses and identifiable telephone and reproduction costs; it does not include any portion of general salaries, rent or overhead of WRF.

1.11 "Agreement Date" means the effective date shown in the first paragraph of this Agreement.

ARTICLE 2 - GRANT

2.01 UW hereby grants to WRF, subject to the terms and conditions of this Agreement, an exclusive worldwide license to practice the Technology. UW further grants WRF the right to sublicense its rights hereunder to Third Parties on such terms as WRF shall deem fit.

ARTICLE 3 - THIRD PARTY RIGHTS

3.01 This Agreement is expressly subject to such terms and conditions as may be imposed on the patenting, licensing, disposition, administration, or royalty distribution of the Technology and the patent rights thereon as the result of any rights the United States government may have or be entitled to have in the Technology or Patent Rights as the result of any contract, grant or other agreement related to the research or other work that resulted in such Technology.

3.02 UW warrants that, except for rights which may belong to the United States government as set forth above, no Third Party has any interest, right or claim to the Technology except as described in Appendix A which is attached to this Agreement. Copies of all documents relating to the matters described in Appendix A shall be made available by UW to WRF on request.

3.03 UW shall assume all responsibility and obligation to the Inventor(s) of the Technology, and will hold WRF harmless from any liability therefor.

ARTICLE 4 - PROTECTION OF THE TECHNOLOGY

4.01 WRF shall file United States patent applications on the Technology to the extent it may be patentable and which WRF determines should be patented. WRF shall file corresponding foreign patent applications thereon, and prosecute the same in good faith, all to the extent that it may in its discretion determine. In any event WRF shall use reasonable care to maintain any proprietary rights in the Technology. Subject to the provisions herein, the WRF shall file, prosecute and maintain the Patent Rights, using counsel of its choice. UW shall promptly cooperate with WRF and execute all documents reasonably requested by WRF or its counsel so as to facilitate actions related to patents, patent applications, interferences, oppositions and like proceedings.

4.02 UW shall pay all legal and other costs incurred prior to the Agreement Date related to the filing, prosecution and maintenance of Patent Rights.

4.03 WRF shall pay all legal and other costs related to the filing, prosecution, maintenance and reissue of the Patent Rights from the Agreement Date until the termination of this Agreement.

4.04 WRF shall give written notice to UW not less than sixty (60) days prior to any deadline for filing any response or taking any other action necessary to maintain them of WRF's intention to abandon any U.S. patent or patent application, foreign patent, or the Commercialization of the Technology subject to this Agreement. Unless UW shall, within sixty (60) days after such notice, require the royalty-free sub-license of these to UW or its nominee, WRF may abandon or take no further action on them.

4.05 The WRF shall have no obligation to contest patent interferences, oppositions or similar actions related to the Technology. If WRF elects not to litigate such matters, UW may do so at its own expense, and WRF agrees to provide reasonable cooperation. If WRF elects to litigate such matters, UW agrees to provide reasonable cooperation and to join as a party to the extent necessary, provided WRF shall bear all expenses for such cooperation. Nevertheless, WRF may elect to settle, choose not to pursue or abandon any such action at any time it elects at its sole discretion.

ARTICLE 5 - WRF PERFORMANCE

5.01 WRF shall attempt to introduce Technology into public use and to secure reasonable revenue therefrom in such manner as WRF determines. Toward that end WRF shall evaluate the Technology and its prospects for patentability and commercial application. WRF shall pay all costs of the evaluation, patenting, sub-licensing and for administration of the Technology.

ARTICLE 6 - ROYALTIES AND REPORTING

6.01 Gross proceeds received by WRF from Technology will be distributed as follows: reimburse WRF for all allocable costs of the technology producing proceeds, then divide the remainder [REDACTED] to UW and [REDACTED] to WRF. The Parties agree that this distribution may be changed at any time by mutual agreement and such change may be retroactive to the Agreement Date.

6.02 Distribution of all Gross Proceeds received through June 30 and December 31 will be made as provided above, not later than July 31 and January 31 respectively. Payment to UW shall be accompanied by a full accounting of the previous six (6) months transactions related to the Technology.

6.03 WRF will provide UW with semi-annual reports of the status of pending and issued patents covering the Technology and of sublicenses granted under this Agreement. Unless otherwise agreed, such reports will be due August 1 for the period January 1 through June 30 and February 1 for the period July 1 through December 31 of each year.

ARTICLE 7 - BREACH AND TERMINATION

7.01 WRF may terminate this Agreement on thirty (30) days notice to the UW.

7.02 In the event of WRF's material breach of its duties under this Agreement, UW may give WRF sixty (60) days notice of default listing with reasonable particularity the breaches asserted hereunder and suggested cures for each. Should reasonable steps to cure said breaches not have been initiated within said sixty (60) days of said notice, UW may, at its option, terminate this Agreement on the sixty-first (61) day after notice of breach.

7.03 WRF will be responsible for all costs relating to the Technology incurred by WRF prior to the date of termination but shall have no responsibility for costs incurred after termination. Gross Proceeds received prior to termination shall be distributed pursuant to Article 6.01 within thirty (30) days after termination.

7.04 Sublicenses shall survive termination of the UW-WRF license. On termination, WRF shall assign all its rights as sublicensor to UW. UW shall assume all of WRF's duties under said sublicenses from the date of termination.

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ARTICLE 8 - ARBITRATION

8.01 Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration, in accordance with the Rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in a court of the forum having jurisdiction.

ARTICLE 9 - DEFENSE OF PATENT RIGHTS

9.01 In the event of the initiation of any suit by a Third Party against the UW, WRF or its sublicensees for a Third Party patent infringement involving the manufacture, use, sale, distribution, marketing or other utilization of the Patent Rights, the Party sued shall promptly notify the other Party in writing. WRF shall have the first right to defend, or, at its option, to settle such suit at its own expense. Except in the case of a conflict of interest, UW and the WRF shall assist one another and cooperate in any such litigation at the other's request subject to advance mutual agreement concerning payment of any expenses.

ARTICLE 10 - INFRINGEMENT ACTIONS

10.01 In the event that WRF becomes aware of actual infringement of Patent Rights by a Third Party, the WRF shall, at its discretion, use diligence to cause infringement to cease by the grant of a sublicense or other remedy or use diligence in bringing an infringement action against the Third Party. The WRF reserves the right to identify UW in such suit as owner of the Patent Rights. Unless necessary to the prosecution of the action, WRF shall not name UW as a co-party in such suit without an express written request from UW. UW shall provide WRF with such documentation or other assistance as WRF shall reasonably require to establish its standing to bring an action for patent infringement.

ARTICLE 11 - NOTICE

11.01 Any notice to be given under this Agreement shall be deemed properly and sufficiently given if mailed by first class mail, postage prepaid to:

UW: University of Washington
Office of Technology Transfer
Box 354810
Seattle, WA 98195

Attention: Director

WRF: Washington Research Foundation
Suite 205
1107 N.E. 45th Street
Seattle, WA 98105

Attention: President

Each Party shall have the right to change the addressing of notice by giving notification thereof to the other.

ARTICLE 12 - PRIOR AGREEMENT

Except for the Technology Administration Agreement identified above in the recitals, this Agreement completely supersedes all previous understandings and obligations between the Parties.

UNIVERSITY OF WASHINGTON

By 

Director of Technology Transfer

Date: 12/18/95

WASHINGTON RESEARCH FOUNDATION

By 

President

Date: 12/18/95