

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Glenn Ballard	11/03/2011
Peter V. Vorobieff	11/03/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The Regents of the University of New Mexico c/o Research & Technology Law
<b>Street Address:</b>	1800 Roma NE, Room 208
<b>City:</b>	Albuquerque
<b>State/Country:</b>	NEW MEXICO
<b>Postal Code:</b>	87131
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13025031
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(505)272-7300
<b>Email:</b>	lstanich@stc.unm.edu
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Lindsay Stanich
<b>Address Line 1:</b>	801 University Blvd., SE Ste. 101
<b>Address Line 4:</b>	Albuquerque, NEW MEXICO 87106
<b>NAME OF SUBMITTER:</b>	Lindsay Stanich
<b>Total Attachments: 4</b> source=2010-062-02 Assignment Inventor to UNM#page1.tif source=2010-062-02 Assignment Inventor to UNM#page2.tif source=2010-062-02 Assignment Inventor to UNM#page3.tif source=2010-062-02 Assignment Inventor to UNM#page4.tif	

OP \$40.00 13025031

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**PATENT**  
**REEL: 027286 FRAME: 0942**

## INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from (inventor name): **Glenn Ballard** whose address is set forth on the signature page hereof (the "Inventor"), to the Regents of the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Research & Technology Law, MSC05 3440, 1 University of New Mexico, 1800 Roma, NE, Room 208, Albuquerque, NM, 87131-0001 (the "University").

WHEREAS, the Inventor, while employed by or enrolled at the University, conceived and/or reduced to practice one or more inventions which are described both in the disclosure described below and in other materials associated with the disclosure, including materials prepared after the date of this Assignment. The disclosure is identified as:

UNM Docket No.	Title
2010-062	Optical Phase Shift Fluid Flow Velocity Measurement Mechanism

(both the disclosure and the associated materials are collectively referred to herein as the "Invention Disclosure");

WHEREAS, the Inventor executed applications for Letters Patent of the United States of America based upon the disclosure above. Any such patent application(s) filed as of the date hereof are described below:

Patent App. Serial No.	Country	Date of Filing	Title
13/025,031	US	02/10/2011	Optical Phase Shift Fluid Flow Velocity Measurement Mechanism

and

WHEREAS, the University is legally entitled to obtain a formal assignment from the Inventor of his/her entire right, title, and interest in and to invention(s) and related technology created by Inventor during his/her employment or enrollment by the University.

NOW, THEREFORE, the Inventor has individually and jointly agreed to assign and transfer and does hereby assign and transfer unto the University, its successors and assigns his/her entire right, title, and interest in and to: (a) the invention(s) described in the Invention Disclosure and/or Patent Application(s); (b) any technical information, know-how, trade secret, process, procedure, composition, biological materials, device, method, formula, protocol, technique, software, design, trade-name, trademark, copyright, copyrightable material, drawing or data which is related to the aforesaid invention(s) and/or that is included in the Invention Disclosure, whether or not covered by the Patent Application(s); (c) all rights of the Inventor in the Patent Application(s) including but not limited to all divisions, Letters Patent, reissues, re-examinations, continuations, continuations-in-part, continuing patent applications, substitutions, renewals, extensions filed and all patent(s) issuing thereon in the United States and all foreign countries, including but not limited to the right to apply for Letters Patent, Utility Models, or Inventor Certificates or equivalents in foreign countries in the University's own name and to claim any priority rights for such foreign applications to which such applications are entitled under such countries' domestic laws, international conventions, treaties, or otherwise; and (d) to the extent the University owns the same under its policies and practices, all improvements to the invention(s) described in the Invention Disclosure and/or Patent Application(s) hereafter made or invented by the Inventor (all of the foregoing, (a), (b), (c), and (d) being collectively referred to throughout this Assignment as the "Invention"); and (e) the right to assert claims and bring lawsuits for any violation or infringement of any of the intellectual property rights assigned hereby, including all patents issuing on the Patent Applications.


The Inventor has individually and jointly already agreed and does hereby warrant for himself/herself and heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as lawfully may be deemed necessary by the University, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain and maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all counties; and the Inventor hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to the University as the assignee of the entire right, title, and interest therein.

THE INVENTOR FURTHER ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. In accordance with the University's policies and practices, all net revenues from the Invention (all income received by the University, or its assignee, from commercialization of the Invention, not including payments for research, development or reimbursement of certain costs), shall be divided as follows: forty percent (40%) equally to the Inventors (unless the Inventors

have otherwise agreed in writing and so notified the University), forty percent (40%) to STC.UNM, and twenty percent (20%) to the University.

2. For the purpose of enabling the University, its successors and assigns, without further consideration to obtain, defend and enforce all United States and foreign intellectual property rights in the Invention, the Inventor shall timely communicate all information, execute all documents, testify in all legal proceedings and take all such other actions necessary or desirable to accomplish such purpose.
3. The Inventor authorizes the attorney of record for the Patent Application(s) without further consideration to insert in this Assignment where indicated above, or in an Addendum to be attached hereto, the filing date, country where filed, title and serial number of such Patent Application(s) filed hereafter as they become officially known.
4. The Inventor authorizes and requests without further consideration all domestic and foreign patent office officials to issue all patents, when granted, to the University, its successors and assigns.
5. The Inventor warrants and represents without further consideration that no assignment, sale, agreement or encumbrance has been or will be made or entered into by him/her which would conflict with this assignment.
6. THE UNDERSIGNED INVENTOR ACKNOWLEDGES BY HIS/HER SIGNATURE HERETO THAT HE/SHE HAS READ THE FOREGOING, UNDERSTAND ITS CONTENTS AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL OF HIS/HER CHOOSING CONCERNING HIS/HER RIGHTS AND OBLIGATIONS HEREUNDER.

  
\_\_\_\_\_  
Assignor (Inventor) Signature: Glenn Ballard  
Assignor (Inventor) Address:  
2118 Central Ave SE #132  
Albuquerque, NM 87106  
United States

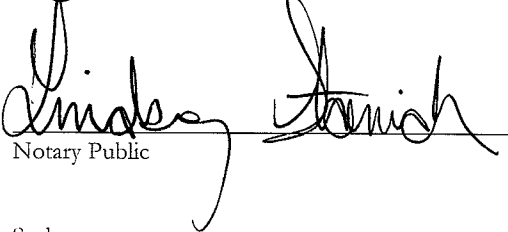
3 Nov 2011  
\_\_\_\_\_  
Date

STATE OF NEW MEXICO )

) ss.

COUNTY OF BERNALILLO )

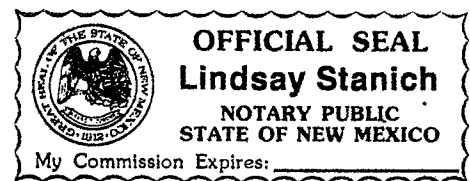
The foregoing instrument was subscribed and acknowledged before me, this 3 day of November, 2011  
by the afore mentioned inventor.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

5/25/2011

Seal:



## INVENTOR ASSIGNMENT TO UNM

ASSIGNMENT from (inventor name): **Peter V. Vorobieff** whose address is set forth on the signature page hereof (the "Inventor"), to the Regents of the University of New Mexico, an educational institution of the State of New Mexico, whose address is c/o Research & Technology Law, MSC05 3440, 1 University of New Mexico, 1800 Roma, NE, Room 208, Albuquerque, NM, 87131-0001 (the "University").

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Assignor (Inventor) Signature: Peter V. Vorobioff

Date

Assignor (Inventor) Address:

~~7300 Luella Anne Drive NE~~

Albuquerque, NM 87109

United States

7515 Calhoun Dr NE

STATE OF NEW MEXICO )

ss.

COUNTY OF BERNALILLO )

The foregoing instrument was subscribed and acknowledged before me, this

3 day of November 2011

by the afore mentioned inventor.

Notary Public

My Commission Expires:

3/26/2015

Seal:

