

## PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ILLINOIS INSTITUTE OF TECHNOLOGY	01/26/2012
RECEIVING PARTY DATA	
Name:	THE GALVIN PROJECT, INC.
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State/Country:	ILLINOIS
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8109690
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ATTORNEY DOCKET NUMBER:	19700-5000
NAME OF SUBMITTER:	ALLAN A. FANUCCI
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CH \$40.00 8109690

## ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, receipt of which is hereby acknowledged, Illinois Institute of Technology, an Illinois not for profit corporation, with an office at 3300 South Federal Street, Chicago, Illinois 60616 ("*Assignor*"), does hereby sell, assign, transfer and convey unto The Galvin Project, Inc., a Delaware not for profit corporation, with an office at 71 South Wacker Drive, Suite 3575, Chicago, Illinois 60606 ("*Assignee*"), or its designees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "*Patent Rights*"):

- (a) The patent applications listed below, including the rights to all inventions and discoveries described in said patent and all other rights arising out of such inventions and discoveries;
- (b) Current or future rights to (i) provisional patent applications, patent applications and patents of any kind relating to any inventions and discoveries described in the patent applications listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such application and any patents issuing from said patent application; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants;
- (c) Rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b) and (c), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; and
- (d) Causes of action (whether currently pending, filed or otherwise) and other enforcement rights, including, without limitation, all rights under the patent application listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to damages, injunctive relief, other remedies of any kind for past, current and future infringement and all rights to collect royalties and other payments under or on account of any of the foregoing.

The foregoing transfer to Assignee shall be subject to Assignee's grant under a separate agreement to Assignor of a royalty-free, irrevocable, non-exclusive, worldwide right and license to use the subject matter described and claimed in the Patent Rights solely for non-commercial research and educational purposes.

<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title and Inventor(s)</u>
8,109,690	United States	February 7, 2012	System for Continuous Vehicular Travel on Crossing Roadways  Narathip Sutchiewcharn et al.

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required, to enter into this Agreement, make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. Except as otherwise noted herein, there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.


Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall, to the extent that it is within Assignor's ability, include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

**[Signature Page Follows]**

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Chicago, Illinois on January 26, 2012.

ILLINOIS INSTITUTE OF TECHNOLOGY

By: 

Name: Alan W. Cramb

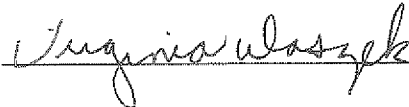
Title: Provost and Senior Vice President

*(Signature MUST be notarized)*

STATE OF Illinois                    )  
  ) ss.  
COUNTY OF Cook                 )

On January 26, 2012, before me, Virginia Ulaszek, Notary Public in and for said State, personally appeared Alan W. Cramb, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)

