

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	50% ownership interest
CONVEYING PARTY DATA	
Name	Execution Date
W Olin Sibert	12/15/2011
RECEIVING PARTY DATA	
Name:	Julie Claire Sibert
Street Address:	30 Ingleside Road
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02420
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8035320
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	781-863-2275
Email:	uspto@juliesibert.com
Correspondent Name:	Julie C. Sibert
Address Line 1:	30 Ingleside Road
Address Line 4:	Lexington, MASSACHUSETTS 02420
NAME OF SUBMITTER:	Julie Claire Sibert
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 12	
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Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Middlesex Division

Docket No. 10D0402DR

Julie C. Sibert, Plaintiff

of Lexington in the County of Middlesex

vs.

W. Olin Sibert, Defendant

of Billerica in the County of Middlesex

**JUDGMENT OF DIVORCE NISI**

(On Complaint for Divorce, Filed February 5, 2010)

All persons interested having been notified in accordance with the law and after hearing it is adjudged nisi that a divorce from the bond of matrimony be granted the said plaintiff, Julie Sibert ("Wife") from the Defendant, W. Olin Sibert ("Husband") for the cause of an irretrievable breakdown of the marriage as provided by Chapter 208, Section 1B and that upon and after the expiration of ninety days from the entry of this judgment it shall become and be absolute unless upon the application of any person within such period, the Court shall otherwise order.

It is further ordered that:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is a reasonable condition. In the event that there is an additional cost to maintain the Wife's coverage due to an event such as a emancipation or a marriage of Wife, the Husband shall notify the Wife by writing (certified mail) at least thirty (30) days in advance of the event. The Wife shall then have the right to pay any additional premium so as to maintain said coverage. Husband's obligation shall terminate absolutely upon the termination of his alimony obligation (except as otherwise ordered by this Court).

Each party shall be otherwise responsible for his or her own uninsured health expenses.

Division of Assets:

1. The Husband shall retain all his right, title and interest in Oxford Systems, Inc., except for the payment in accordance with the distribution of property.

2. The parties shall forthwith divide their existing pension, IRAs, and profit sharing plans on an equal basis, the intent to make certain each party has the same on account of the consequences which transfer shall occur within ninety days in a timely manner. Excepted herefrom is that the Husband shall be responsible for any and all the consequences for any inherited IRA distributions made by him prior to this date included and credited to the Husband's side of the ledger prior to said division shall be the \$34,411 that has been depleted from his personal IRA between June 20, 2011 and August 17, 2011. Based on the representations made on their respective August 14, 2011 financial statements, this would require a transfer of approximately  $\$123,861 \div 2 = \$12,205.50$  (half of \$34,411) = \$138,066.50 from the Husband's account(s) to the Wife's account(s). In the event this level is unavailable or the parties are unable to resolve any issues necessary for the transfer within 45 days, the parties counsel shall jointly select a qualified individual to perform and transfer which cost the parties shall share equally.

3. The parties shall divide all inherited assets and it shall be divided for either party through whom the inheritance came and 50% to the other party.

4. The Husband shall retain all his right, title, and interest in the Tremlett Road home, street, and pay for all expenses associated therewith.

5. The Husband shall forthwith transfer all his right title and interest in the premises located at 10 Ingleside Road, Lexington, MA to the Wife and the Wife shall hereafter be responsible for all expenses related to said property. Within one year from the date of this Judgment, the Wife shall pay

1. The Husband shall pay to the Wife the sum of \$10,000.00 as full satisfaction of his CR-1 of 2008-2009 under his endowment property. Within one year of the date of this Judgment, the Wife shall relinquish the property so as to remove the Husband's name from the existing mortgage.

2. The Husband shall relinquish transfer to the Wife all his right, title and interest in and to the parties jointly owned account numbers [redacted] the Wife shall assume and pay for all expenses related thereto.

3. The parties shall divide the parties' 401K account so that they have an equal division.

4. The Wife shall retain free and clear of any claim of the Husband, as her separate division of property (9-30-11 order #2317-11-000000) and DVC account #3104 (0007-32-00).

5. On or before March 1, 2012, the Husband shall pay to the Wife the sum of \$10,000.00 as non-taxable, non-deductible support for previously unpaid temporary support as determined by this Court pursuant to the stipulation filed with the court by the parties dated 9-30-2010.

6. Each party shall pay for any liabilities standing in his or her name.

7. [redacted]

8. The parties shall within thirty (30) days exchange lists of any disputed items of personal property located at each other's residence or at the other party's possession, custody or control and shall attempt to agree on exchange thereof. Items of a personal or hereditary nature to that party (e.g. personal books, business records and mementos) given strictly to that individual party. Frequent flier miles awarded by either party during the marriage which exist in either party's name as of August 17, 2011. On or before the parties shall exchange documentation thereof within 30 days of this order. Any stock not previously disclosed in either party on his or her financial statement and any items offered to the other. Any party seeking the move or removal of any items shall be solely responsible for the costs of moving, the costs of any damage or repair resulting therefrom, and the costs and completion of any documentation required to meet any local hazardous waste handling code or environmental regulations.

9. In the event the parties are unable to agree on the disputed items permitted to be assigned as set forth above, the Court

[REDACTED]

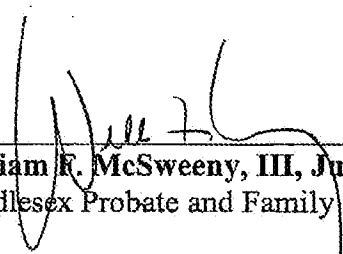
18. The Wife is hereby assigned a 50% ownership interest in the Husband's patent recently allowed by the US Patent and Trademark Office regarding an "illumination control network" in calendar year 2011, application first filed on or about April 18, 2008, application no. 12/148,531. In accordance therewith the Wife shall be assigned an undivided half interest in the patent and shall be paid one half of the income resulting therefrom as set forth below:

- a. This assignment and ownership interest covers any counterpart in a foreign or international application and/or patent (of which the Husband shall keep the Wife advised timely) as well as any continuation, continuation-in-part, or divisional patents, any other patents resulting therefrom, any reissue applications or patent or utility model claiming priority to any of the foregoing;
- b. The Husband shall pay to the Wife one half of any remuneration, consideration, monetary, ["PROCEEDS"] (1) received by the Husband from any product that falls within the scope of the Husband's patent, made, used, sold, offered for sale or imported by the Husband or any entity the Husband controls or with which he is not at arms'-length, or (2) from the granting of any rights in or under the patent. If the Husband exploits the subject matter of the patent through another entity, then the gross receipts of that entity for products covered by the patent shall be treated as PROCEEDS, less such documented direct expenses related to the production and sale of those products covered by the patent the Husband shall provide. Any salary or other payment(s) to the Husband is/are not deductible as direct expenses or otherwise. (This income includes, but is not limited to royalties, licensing payments, payments for infringements, damages, assignments, sales, commissions or any income derived from said patent.);
- c. Payments and Accounting: 1. Payment shall be made within 30 days of the end of each calendar quarter, with a report providing all details as to how PROCEEDS and deductible expenses were determined. 2. Right to audit annually: The Wife shall have, at the Wife's expense\* the right to an annual

audit with which the Husband shall fully cooperate and provide all documents and records reasonably requested pursuant thereto. \*If the audit reveals a shortage of at least 5% the Husband shall promptly pay the deficit and the cost of the audit;

- d. The Husband shall grant to the Wife the right to a non-exclusive license, with a right to grant sublicenses, exercisable starting January 1, 2014, and thereafter, in the event that cumulative PROCEEDS through December 31, 2013 have not been at least \$500,000.00. The Husband shall grant such a license upon request;
- e. Enforcement: Neither party is under any obligation to enforce the patent rights against an infringer, however each party shall individually have the right to do so at his or her own cost. In the event that such infringement is found to be the result of any collusion or cooperation of either the Husband or Wife, the party found to have colluded or cooperated shall pay all the costs and attorneys fees incurred by the party enforcing the patent in addition to any damages awarded for infringement of said patent;
- f. In all documents filed with any governmental agency on or after August 17, 2011, the Husband shall forthwith direct that ownership of said patent hereafter is reflected as being owned by the Husband and Wife equally. The Husband shall execute any and all documents of assignment reasonably requested by the Wife reflecting the assignment of her interest in this Judgment.

February 7, 2012 as of  
December 15, 2011

  
\_\_\_\_\_  
William F. McSweeney, III, Justice  
Middlesex Probate and Family Court



Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court Department

Middlesex Division

Docket No. 10D0402DR

Julie C. Sibert, Plaintiff

of Lexington in the County of Middlesex

vs.

W. Olin Sibert, Defendant

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All persons interested having been notified in accordance with the law and after hearing it is adjudged nisi that a divorce from the bond of matrimony be granted the said plaintiff, Julie Sibert ("Wife") from the Defendant, W. Olin Sibert ("Husband") for the cause of an irretrievable breakdown of the marriage as provided by Chapter 208, Section 1B and that upon and after the expiration of ninety days from the entry of this judgment it shall become and be absolute unless upon the application of any person within such period, the Court shall otherwise order.

It is further ordered that:

[REDACTED]

[REDACTED]

[REDACTED]

*Handwritten signature*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

with insurance coverage or its reasonable equivalent. In the event that there is an additional cost to maintain the Wife's coverage due to an event such as termination or re-marriage of Wife, the Husband shall notify the Wife in writing (certified mail) at least thirty (30) days in advance of the event. The Wife shall then have the right to pay any additional premium so as to maintain said coverage. Husband's obligation shall terminate absolutely upon the termination of his attorney obligation except as otherwise ordered by this Court.

Each party shall be otherwise responsible for his or her own continued health expenses.

### Division of Assets:

The Husband shall retain all his right, title and interest in Oxford Systems, Inc., except for the payment in accordance with the distribution of property.

The parties shall forthwith divide their existing pension, IRAs, and profit sharing plans on an equal basis, the intent to make certain each party has the same amount of tax consequences, which transfer shall occur within ninety days in a timely manner. Excepted herefrom is that the Husband shall be responsible for any and all tax consequences for any inherited IRA transactions made by him prior to this date included and credited to the Husband's side of the ledger prior to said division shall be the \$24,411 that has been depleted from his personal IRA between June 20, 2011 and August 17, 2011. Based on the representations made on their respective August 17, 2011 financial statements this would require a transfer of approximately \$125,861 + \$12,205.50 (half of \$24,411) + \$8,000.50 total from the Husband's account(s) to the Wife's account(s). In the event Ms. Levit is unavailable or the parties are unable to resolve any issues necessary for this transfer within 45 days, the parties counsel shall jointly select a qualified individual to perform said transfer which cost the parties shall share equally.

The parties shall divide all inherited assets and if said be divided (or offset) 50% to the party through whom the inheritance came and 14% to the other party.

The Husband shall retain all his right, title, and interest in the Tremblen Road Realty Trust, and pay for all expenses associated therewith.

The Husband shall forthwith transfer all his right title and interest in the premises located at 39 Ingerside Road Lexington, MA to the Wife and the Wife shall hereafter be responsible for all expenses related to said property. Within one year from the date of this Judgment, the Wife shall pay the Husband the sum of \$226,000.00 in full satisfaction of his G.L. c. 208 § 34A

1. [REDACTED] shall release the property so as to remove the Husband's name from the existing mortgage.

2. The Husband shall forthwith transfer to the Wife all his right, title and interest in and to the parties jointly owned Arizona business. The Wife shall assume and pay for all expenses related thereto.

3. The parties will divide the Fidelity 401K account so that they have an equal division of the following assets as of August 17, 2011: [REDACTED] and incorporated herein by reference.

4. The Wife shall remain free and clear of any claim of the husband, as to her proprietary division of property (9/30/11 order #3717: \$50,059; and ING account #1104: \$27,324).

5. On or before March 1, 2012, the husband shall pay to the Wife the sum of \$66,734.34 as arrearages, past-due child support for previously unpaid temporary support as determined by this Court pursuant to the stipulation filed with the court by the parties dated 9-20-2010.

6. Each party shall pay for any liabilities standing in his or her name.

#### 7. Personal Property

8. The parties shall, within thirty (30) days exchange lists of any disputed items of personal property located at each party's residence or in the other party's possession, custody or control and shall attempt to agree on exchange thereof. Items of a personal hereditary nature, so that party, e.g. personal books, business records, and memoranda given strictly to that individual party; frequent flyer miles acquired by either party during the marriage which exist in either party's name as of August 17, 2011 (for which the parties shall exchange documentation thereof within 30 days of this order); any stock not previously disclosed by either party on his or her financial statement and any items offered to the other. Any party seeking the move or removal of any items shall be solely responsible for the costs of moving, the costs of any damage or repair resulting therefrom, and the costs and completion of any documentation required to meet any local, hazardous waste, building code or environmental regulation.

9. In the event the parties are unable to agree on the disputed items permitted to be retained as set forth above, the Court

[REDACTED]

18. The Wife is hereby assigned a 50% ownership interest in the Husband's patent recently allowed by the US Patent and Trademark Office regarding an "illumination control network" in calendar year 2011, application first filed on or about April 18, 2008, application no. 12/148,531. In accordance therewith the Wife shall be assigned an undivided half interest in the patent and shall be paid one half of the income resulting therefrom as set forth below:

- a. This assignment and ownership interest covers any counterpart in a foreign or international application and /or patent (of which the Husband shall keep the Wife advised timely) as well as any continuation, continuation-in-part, or divisional patents, any other patents resulting therefrom, any reissue applications or patent or utility model claiming priority to any of the foregoing;
- b. The Husband shall pay to the Wife one half of any remuneration, consideration, monetary, ["PROCEEDS"] (1) received by the Husband from any product that falls within the scope of the Husband's patent, made, used, sold, offered for sale or imported by the Husband or any entity the Husband controls or with which he is not at arms'-length, or (2) from the granting of any rights in or under the patent. If the Husband exploits the subject matter of the patent through another entity, then the gross receipts of that entity for products covered by the patent shall be treated as PROCEEDS, less such documented direct expenses related to the production and sale of those products covered by the patent the Husband shall provide. Any salary or other payment(s) to the Husband is/are not deductible as direct expenses or otherwise. (This income includes, but is not limited to royalties, licensing payments, payments for infringements, damages, assignments, sales, commissions or any income derived from said patent.);
- c. Payments and Accounting: 1. Payment shall be made within 30 days of the end of each calendar quarter, with a report providing all details as to how PROCEEDS and deductible expenses were determined. 2. Right to audit annually: The Wife shall have, at the Wife's expense\* the right to an annual

audit with which the Husband shall fully cooperate and provide all documents and records reasonably requested pursuant thereto. \*If the audit reveals a shortage of at least 5% the Husband shall promptly pay the deficit and the cost of the audit;

- d. The Husband shall grant to the Wife the right to a non-exclusive license, with a right to grant sublicenses, exercisable starting January 1, 2014, and thereafter, in the event that cumulative PROCEEDS through December 31, 2013 have not been at least \$500,000.00. The Husband shall grant such a license upon request;
- e. Enforcement: Neither party is under any obligation to enforce the patent rights against an infringer, however each party shall individually have the right to do so at his or her own cost. In the event that such infringement is found to be the result of any collusion or cooperation of either the Husband or Wife, the party found to have colluded or cooperated shall pay all the costs and attorneys fees incurred by the party enforcing the patent in addition to any damages awarded for infringement of said patent;
- f. In all documents filed with any governmental agency on or after August 17, 2011, the Husband shall forthwith direct that ownership of said patent hereafter is reflected as being owned by the Husband and Wife equally. The Husband shall execute any and all documents of assignment reasonably requested by the Wife reflecting the assignment of her interest in this Judgment.

[REDACTED]

December 15, 2011

\_\_\_\_\_  
William F. McSweeney, III, Justice  
Middlesex Probate and Family Court

February 7, 2012

It is Ordered that the above unsigned Judgment dated December 15, 2011, be and hereby is revoked.

\_\_\_\_\_  
William F. McSweeney, III., Justice