

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stephen Petrillo	04/29/2013
RECEIVING PARTY DATA	
Name:	New York City Transit Authority
Street Address:	Two Broadway
City:	New York City
State/Country:	NEW YORK
Postal Code:	10004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13775715
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	065045.021500
NAME OF SUBMITTER:	Stephanie J. Goldman
Signature:	/Stephanie J. Goldman/
Date:	05/18/2013
Total Attachments: 3 source=065045-021500-Assign-EFS#page1.tif source=065045-021500-Assign-EFS#page2.tif source=065045-021500-Assign-EFS#page3.tif	

CH \$40.00 13775715

Docket No. 065045.021500

ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Stephen Petrillo
558 Stewart Avenue
New Hyde Park, NY 11040

("Assignor(s)"), hereby sells, assigns, transfers, and conveys unto

New York City Transit Authority, a public benefit corporation of New York
having a principal place of business at Two Broadway New York City, New York 10004

("Assignee"), all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, "Rights"):

1. The patent application(s) listed in the following table ("Application(s)");

Patent Application No.	Country/ Region	Filing Date	Title
13/775,715	US	February 25, 2013	Passive Underground Flood Protection

2. All inventions claimed and/or capable of being claimed in the Application(s) ("Invention(s)");
3. All rights with respect to the Invention(s), including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Invention(s) or from any direct or indirect divisions, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application(s) ("Potential Patents");
4. All reissues, reexaminations, extensions, or registrations of the Potential Patents;

5. All non-United States patents, patent applications, and counterparts relating to and/or based upon any or all of the Invention(s), the Application(s), and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances (collectively, "Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
6. All rights to claim priority rights deriving from the Application(s);
7. All existing and/or potential causes of action and remedies related to any or all of the Application(s), the Invention(s), the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
8. Any and all other rights and interests arising out of, in connection with, or in relation to the Application(s), the Invention(s), Potential Patents, and the Foreign Rights.

Assignor(s) shall not sign any document or do any act conflicting with this Assignment.

Assignor(s) shall, without further compensation, sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any prosecution, litigation, or interference proceedings), or perfect or defend title to the Rights.

Assignor(s) requests 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 or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor(s) hereby authorizes and requests the firm of Baker & Hostetler LLP to insert on this Assignment any further identification, including, for example, patent application numbers and filing dates, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or foreign jurisdictions for recordation of this document.

Assignee shall defend, indemnify and hold harmless Assignor(s) from any and all damages, expenses and losses, including reasonable attorney fees, arising from or out of the development, distribution, sale, license or use of the Invention(s) by Assignee. The indemnification obligations of Assignee shall not apply to any claims or actions to the extent caused by the gross negligence or willful misconduct of Assignor(s).

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, legal representatives, and assigns and shall be binding upon Assignor(s), their successors, legal representatives and assigns.

By: 
Stephen Petrillo

Date Signed: 4-29-13

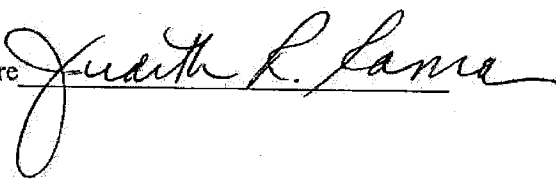
NOTARIZATION

STATE OF New York
COUNTY OF Orange

On April 29, 2013 before me, Judith R. Ramos, Notary Public, personally appeared Stephen Petrillo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within the Assignment and acknowledged to me that he/she executed the Assignment as a free act and deed.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

JUDITH R. RAMOS
Notary Public State of New York
No. 01RA5038080
Qualified in Orange County
Certificate Filed in N. Y. County
Commission Expires Jan. 17, 2014