# 502642333 01/20/2014

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2688941

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PATRICK JUOLA	05/18/2012
JAMES O OVERLY	05/26/2012
JOHN ISAAC NOECKER JR.	07/23/2012
MICHAEL RYAN	06/08/2012
CHRISTINE GRAY	05/23/2012

## **RECEIVING PARTY DATA**

Name:	DUQUESNE UNIVERSITY OF THE HOLY SPIRIT	
Street Address:	505 ADMINISTRATION BUILDING	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15282	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14114956

### **CORRESPONDENCE DATA**

Fax Number: (412)202-5432 Phone: 412-281-3350

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Correspondent Name: BARBARA E. JOHNSON Address Line 1: 555 GRANT STREET

Address Line 2: SUITE 323

Address Line 4: PITTSBURGH, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	1018-11PJ4045
NAME OF SUBMITTER:	BARBARA E. JOHNSON
	PAIENI

502642333 REEL: 032002 FRAME: 0225

Signature:	/Barbara E. Johnson/
Date:	01/20/2014
Total Attachments: 4 source=scannedsignedassignment#page1.tif source=scannedsignedassignment#page2.tif source=scannedsignedassignment#page3.tif source=scannedsignedassignment#page4.tif	

PATENT REEL: 032002 FRAME: 0226

# PATENT ASSIGNMENT

This Agreement is by and between Patrick Juola, having a place of residence at 4 Heinen Way, Pittsburgh, Pennsylvania, 15236; James Orlo Overly, having a place of residence at 333 Horatio Street, Punxsutawney, Pennsylvania, 15767; John Isaac Noecker Jr., having a place of residence at 1569 Long Run Road, Schuylkill Haven, Pennsylvania, 17972; Michael Ryan, having a place of residence at 1007 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 and Christine Gray, having a place of residence at 725 Acorn Lane, Jefferson Hills, Pennsylvania, 15025 (all together as each "Assignor") and Duquesne University of the Holy Spirit, a nonprofit corporation organized under the laws of the Commonwealth of Pennsylvania, and having a place of business at 505 Administration Building, Pittsburgh, PA 15282 ("Assignee").

WHEREAS, Assignor has invented a certain new and useful invention (the "Invention") and Assignor is applying for patent in a patent application related thereto, both of which are described in Exhibit A ("The Patent Application"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent;

NOW, the Assignor transfers as follows:

- 1. Assignment. Each Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent Application and the Invention, including all continuing, divisional, continuation-in-part, reissue or other concomitant patent applications including but not limited to those in exparte or inter partes Reexamination.
- 2. <u>Consideration</u>. Consideration for this Patent Assignment has already been exchanged between Assignor and Assignee.
- 3. Representations and Warranties. Each Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent Application;
  - (c) The Invention and Patent are free of any known liens, security interests, encumbrances or licenses;
  - (d) The Invention and Patent are not believed to infringe the rights of any person or entity;
  - (e) There are no known claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent Application;
  - (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

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- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- **6.** <u>Amendment</u>. This Agreement may be amended only by a writing signed by both parties.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Commonwealth of Pennsylvania.

Patrick Juola, signature and date	James O. Overly, signature and date
John Isaac Noecker, Jr., signature and date	Michael Ryan, signature and date
Christine Gray signature and date	•

- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- **6.** Amendment. This Agreement may be amended only by a writing signed by both parties.
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9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Commonwealth of Pennsylvania.

Patrick Juola, signature and date

James O. Overly, signature and date

John Isaac Noecker, Jr., signature and date

Michael Ryan, signature and date

Christine Gray, signature and date

#### **EXHIBIT A**

The Invention:

Duquesne University of the Holy Spirit Invention Disclosures

Numbered 11PJ4045, 11JN4046, 1018-12PJ5574 and

1018-12PJ5575 without limitation, directed to improvements and developments in authorship attribution and authorship verification technology as embodied in a draft patent application in preparation

as of the signature date hereof

# The Patent Application:

Patent Cooperation Treaty Application No. PCT/US12/36478 filed 4 May 2012, based in Part on U.S. Provisional Patent Application No. 61/518,518 entitled "AUTHORSHIP TECHNOLOGIES," in combination with the above-identified invention disclosures identified by attorney docket number, without limitation.

Country

of Patent Application:

United States of America as International Priority Filing Country

Date of Patent Application:

2011 provisional patent application priority date 6 May 2011