

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2823357

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HONGBIN MA	03/11/2014
RECEIVING PARTY DATA	
Name:	THE CURATORS OF THE UNIVERSITY OF MISSOURI
Street Address:	316 UNIVERSITY HALL
City:	COLUMBIA
State/Country:	MISSOURI
Postal Code:	65211
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13916271
PCT Number:	US1345426
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	31550-1010
NAME OF SUBMITTER:	JEFFREY D. MYERS
SIGNATURE:	/jeffrey d. myers/
DATE SIGNED:	04/22/2014
Total Attachments: 5	
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PATENT

MAR 11 2014

**ASSIGNMENT OF PATENT RIGHTS
FROM INVENTOR(S) TO UNIVERSITY**

This Assignment of Patent Rights from Inventor(s) to University Agreement ("Agreement") is entered into by and between Hongbin Ma, an individual having an address of 4925 Kathy Glen Court, Columbia, Missouri 65203 ("Assignor") and **The Curators of the University of Missouri**, a public corporation of the State of Missouri having a principal place of business at 316 University Hall, Columbia, Missouri 65211, U.S.A. ("Assignee").

WHEREAS Assignor has contributed to the subject matter of the invention disclosed, described, and/or claimed in UM Invention Disclosure No. 12UMC087 entitled Active Cooling of High Speed Seeker Missile Domes and Radomes ("Invention Disclosure Form") which is the subject of United States Patent Application Serial No. 13/916,271 and PCT Application Serial No. PCT/US2013/045426 both filed on 6/12/2013 and entitled Active Cooling of High Speed Seeker Missile Domes and Radomes ("Patent Applications"); and

WHEREAS, pursuant to Assignor's assignment obligations under the Assignee's Collected Rules and Regulations § 100.020, Assignor has an obligation to convey any and all rights that Assignor has or might have in the aforementioned invention and Patent Application; and

WHEREAS Assignor has agreed to assign such rights in the invention to Assignee under Section 11 of the Invention Disclosure Form; and

WHEREAS Assignor is willing to execute this notarized Agreement in order to confirm the assignment of rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

NOW THEREFORE, in consideration of Assignor's past and continued employment with and use of Assignee's funds and facilities, Assignor's assignment obligations and royalty-sharing rights under the Collected Rules and Regulations § 100.020, the sum of USD \$1.00 in-hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers, and conveys (and confirms any prior such conveyance as the case may be) to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to:

- (a) the invention disclosed and/or claimed, in whole or in part, in the Patent Application and any and all improvements therein conceived or reduced to practice by Assignor in the course of and the general scope of Assignor's employment with Assignee (collectively the "Invention");
- (b) all patents and patent applications that have been or may hereafter be filed which are based on the invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the invention ("Patents");

- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or hereafter due or payable with respect to the Patents, the right to seek injunctive relief based on the Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

Assignor's rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights."

Assignor authorizes and requests the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

2. Further Assurances

Upon the reasonable request of Assignee, Assignor agrees to execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignor agrees to execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Assignor also agrees to execute any and all declarations, oaths, specifications, and other documents requested by Assignee in connection with prosecution of the Patents. Assignor further agrees to cooperate with and assist Assignee with respect to prosecution of the Patents, including communication to Assignee of any facts known to Assignor relating to the Invention and/or any prior art that may be material to patentability of the Invention. Assignor also agrees that in the event any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding or litigation, Assignor will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

3. Representations and Warranties

Assignor represents and warrants to Assignee that:

- (a) Assignor has the full right and power to enter into and perform their obligations under this Agreement without being in breach of any obligations owed by Assignor to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charges, encumbrances, ownership claim, or other claim or right, either written, oral, or implied, which will impair, interfere or conflict with the rights herein assigned to Assignee; and

- (c) Assignor has not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights or execute any other agreement that is conflict with this Agreement.

4. Attorney-In-Fact

Assignor hereby irrevocably appoints the President of Assignee, or the President's designee, as each of Assignor's attorney-in-fact with authority to execute for Assignor and on Assignor's behalf any and all assignments, applications, or other instruments and documents required to be executed by Assignor pursuant to this Agreement, if Assignor is unwilling or unable to execute same. This appointment shall be deemed to be a power coupled with an interest, and as such, is irrevocable.

5. Patent Application Information

Assignor hereby authorize Assignee or its attorneys to insert in this Assignment the serial number and filing date of the Patent Application when known.

6. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7. Counterparts

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the day and year written below.

ASSIGNOR

By Hongbin Ma
Title



March 11, 2014
Date

STATE OF MISSOURI)
) SS
COUNTY OF Boone)

On this 11th day of March, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Hongbin Ma, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed on behalf of The Curators of the University of Missouri.

BARBARA F. SAVID
Notary Public - Notary Seal
State of Missouri
Commissioned for Boone County
My Commission Expires: June 24, 2014
(SEAL) Commission # 10432038

Barbara F Savid
Notary Public

My Commission Expires: June 24, 2014

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By Henry C. Foley
Dr. Henry C. Foley,
Executive Vice President for Academic Affairs

Date 03/18/14

Delegated and Approved as to Legal Form
Henry C. Foley, Executive Vice President for Academic Affairs

STATE OF Missouri)

) SS

COUNTY OF Boone)

On this 18th day of March, 2014, before me, a Notary Public in and for the State and County aforesaid, personally appeared Henry C. Foley, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Brenda Dennis
Notary Public

(SEAL)

My Commission Expires: November 20, 2014

