

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3356015

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT J. VINCENT	05/27/2003
RECEIVING PARTY DATA	
Name:	RHODE ISLAND BOARD OF EDUCATION, STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Street Address:	80 WASHINGTON STREET
City:	PROVIDENCE
State/Country:	RHODE ISLAND
Postal Code:	02903
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11626916
CORRESPONDENCE DATA	
Fax Number:	(617)350-6878
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	617-350-6800
Email:	kimberly.mason@gesmer.com
Correspondent Name:	GESMER UPDEGROVE LLP
Address Line 1:	40 BROAD STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	URI.7006CON2
NAME OF SUBMITTER:	WILLIAM E. HILTON
SIGNATURE:	/William E. Hilton/
DATE SIGNED:	05/15/2015
Total Attachments: 15	
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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Robert J. Vincent

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Rhode Island Board of Education, State of Rhode Island and Providence Plantations
Internal Address: _____
Street Address: 80 Washington Street
City: Providence
State: Rhode Island
Country: United States Zip: 02903
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 05/27/2003
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document serves as an Oath/Declaration (37 CFR 1.63).
A. Patent Application No.(s)

11626916

Additional numbers attached? Yes No

B. Patent No.(s)

7358911

5. Name and address to whom correspondence concerning document should be mailed:
Name: Gesmer Updegrove LLP
Internal Address: _____
Street Address: 40 Broad Street
City: Boston
State: Massachusetts Zip: 02109
Phone Number: 617-350-6800
Docket Number: URI.7006CON2
Email Address: kimberly.mason@gesmer.com

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number 190079
Authorized User Name William E. Hilton

9. Signature: /William E. Hilton/ May 15, 2015
Signature Date

William E. Hilton
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: **15**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CT Copy

PATENT ASSIGNMENT

WHEREAS, Robert J. Vincent, 71 Adams Street., Warwick, Rhode Island 02888, (hereinafter referred to as the "Assignor"), is the Inventor and sole and exclusive owner of the Intellectual Property entitled "Distributed Loading Short Monopole Vertical Antenna" (URI Invention Disclosure 02-1119) (hereinafter the "IP").

WHEREAS, The Board of Governors for Higher Education, State of Rhode Island and Providence Plantations having a place of business at 301 Promenade Street, Providence, Rhode Island 02908 (hereinafter referred to as the "Assignee"), is desirous of acquiring all right, title and interest to the IP. The Assignee herein acts through its agent, the University of Rhode Island Foundation.

WHEREAS, the University of Rhode Island Foundation ("URIF") and the University of Rhode Island ("URI") are affiliated with the Assignee and will participate in the patenting and marketing of the IP under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, Assignee, URI and URIF agree as follows:

1. Subject to the terms of this Agreement, Assignor assigns, transfers and sets over to the Assignee, all right, title and interest in and to the IP, the patent applications related thereto, and any and all patents which may be granted on said applications (collectively, the "Patents"), the same to be held and enjoyed by Assignee subject to the terms of this Agreement for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Patents may be granted or reissued as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made.

2. Assignee will make reasonable and good faith efforts to obtain provisional and permanent Patents on the IP in the United States and such other countries as Assignee determines to obtain Patents and will bear all costs associated with obtaining and maintaining the Patents. Assignee will keep Assignor fully informed of the status of all applications for Patents and will copy Assignor on all Patent related communications including, but not limited to, patent applications, office actions and responses. The Assignor shall have the opportunity to review and comment and otherwise provide input on the wording of specifications, claims, and responses to office actions prior to their submission to the appropriate patent office. Assignee shall not abandon any patent application with respect to the IP, fail to pay maintenance fees for issued Patents, fail to defend or cause to be defended against claims of invalidity any of the claims embodied in the Patents or otherwise abandon patent rights with respect to the Patents without notifying the Assignor and returning title to the Assignor in time for the Assignor to assume prosecution, maintenance and/or defense of the abandoned Patents.

3. Assignor shall provide Assignee with such advice and assistance as Assignee shall reasonably request in connection with the filing, prosecution, or maintenance of the Patents or patent applications for the IP.

4. Assignee will have the sole right but not the obligation, at its own discretion, to institute or prosecute any action or proceeding against third parties for or by reason of any unlawful infringing of the Patents; provided, however, that any suit or suits will be instituted, maintained or prosecuted solely at the cost and expense of Assignee, and any and all sums collected or recovered by Assignee in any such suit or suits, whether by decree, judgment, settlement or otherwise, shall, after payment of all related costs and expenses, be allocated in the same manner as licensing fees and income under Section 7 hereof. Upon request of Assignee, Assignor will execute all papers, testify on all matters and otherwise cooperate in every way necessary and desirable for the prosecution of any such suits, actions or proceeds, including appearing as a party plaintiff if requested by Assignee. Assignee will reimburse Assignor for reasonable expenses incurred as a result of such cooperation. The rights of Assignee hereunder may be assigned to a licensee in connection with any license of the IP and/or Patents.

5. The Assignee, through URI and URIF, and the Assignor shall work together to market the IP to potential licensees. Among other things, the parties agree: (a) that they will draft and publish performance specifications relating to the IP; (b) that Assignee, through URI and/or URIF, will contact potential licensees previously identified by Assignor; (c) that Assignee will promptly develop and issue a press release announcing the issuance of the initial Patent, once that has occurred. The Assignee and/or URI and URIF shall each pay its own expenses incurred in the marketing efforts relating to the IP.

6. No license to the IP shall be granted or executed by the Assignee without identifying the potential licensee to the Assignor and without giving the Assignor a reasonable opportunity to comment on the potential licensee's capabilities. Although Assignor will be afforded an opportunity to provide input on the identity of a licensee, the ultimate decision on the identity of the licensee will be made by Assignee in its reasonable discretion.

7. All licensing fees and income, after deduction for expenses directly associated with the patenting and marketing of the IP, shall be distributed as follows: (a) 40% to URIF for its general uses and purposes, (b) 20% to URIF for support of the scholarship and undergraduate programs of the URI Physics Department, and (c) 40% to the Assignor. All license payments owing to Assignor pursuant to this Agreement shall be due and payable within 30 days of the receipt by Assignee of licensing fees relating to the IP.

8. In the event Assignee, URI or URIF should fail to use their reasonable and good faith efforts to obtain and maintain the Patent, not including defending the Patent, or to market the IP to potential licensees, Assignor shall receive from the Assignee a non-exclusive, royalty-free perpetual worldwide license to market, exploit, and use the IP. Assignee shall promptly execute all documents necessary to grant said license in favor of Assignor. Failure to use reasonable and good faith efforts shall be defined as: (a) failure to file a provisional patent for the IP within thirty (30) days of the execution of this Agreement; (b) failure to file and pursue an application for a standard full patent for the IP within fifty-two (52) weeks of the filing of a provisional patent; and (c) failure to market the IP by (i) contacting, in writing, at least five potential licensees, (ii) issuing news releases in at least three publications, and (iii) distributing by mail copies of the paper to be authored by the Assignor.

9. Assignor represents to Assignee that the IP represents all intellectual property heretofore created by Assignor with respect to the subject matter of the inventions covered by the IP. All inventions hereafter created by the Assignor subservient to the IP will belong to the Assignor and are not subject to this Assignment, except that Assignor grants to Assignee the first option for an assignment of any invention subservient to the IP on the same terms and conditions recited herein for the IP.

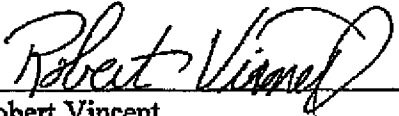
10. Assignor shall be entitled to publish materials, articles, and other written works relating to the IP once the full standard patent has been applied for. Assignor will retain all rights to any fees or income derived from such publications.

11. The terms of this Agreement are binding upon the parties hereto and their respective personal representatives, successors and assigns; provided, however, that Assignee shall not assign its rights under this Agreement without the prior written consent of the Assignor, which consent shall not be unreasonably withheld or delayed; and provided, further, that no consent of Assignor shall be required in connection with any license of the rights of Assignee hereunder.

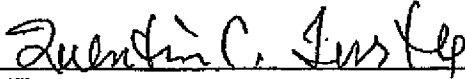
12. Assignor shall indemnify, defend and hold harmless Assignee, URI and URIF and their respective trustees, officers, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of the failure of Assignor to have and convey to Assignee hereunder all right, title and interest in and to the IP.


13. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on said inventions or resulting from said applications or any division or divisions thereof to the said Assignee as assignee of the entire interest, and hereby covenants that it has full right to convey the entire right, title and interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of 27 day of May, 2003.


Robert Vincent


University of Rhode Island Foundation


Witness


Witness

TITLE 16

Education

CHAPTER 16-59

Board of Governors for Higher Education [See Title 16 Chapter 97 – The Rhode Island Board of Education Act]

SECTION 16-59-1

§ 16-59-1 Council on Postsecondary Education established. – (a) There is created a council on postsecondary education, sometimes referred to as the "council", which shall be and is constituted a public corporation, empowered to sue and be sued in its own name, and to exercise all the powers, in addition to those specifically enumerated in this chapter, usually appertaining to public corporations entrusted with control of postsecondary educational institutions and functions. Upon its organization the council shall be invested with the legal title (in trust for the state) to all property, real and personal, now owned by and/or under the control or in custody of the board of regents for education for the use of the University of Rhode Island, Rhode Island College, Community College of Rhode Island and the system of community colleges of Rhode Island including all departments, divisions, and branches of these.

(b) The council is empowered to hold and operate the property in trust for the state; to acquire, hold, and dispose of the property and other like property as deemed necessary for the execution of its corporate purposes. The council is made successor to all powers, rights, duties, and privileges formerly belonging to the board of regents for education pertaining to postsecondary education and the board of governors for higher education.

(c) The council shall be the employer of record for higher education and the office of postsecondary education. It shall retain all authority formerly vested in the board of education regarding the employment of faculty and staff at the public higher education institutions.

History of Section.

(P.L. 1981, ch. 32, § 3; P.L. 1987, ch. 596, § 3; P.L. 1993, ch. 178, § 1; P.L. 1999, ch. 48, § 1; P.L. 1999, ch. 124, § 1; P.L. 2005, ch. 117, art. 21, § 17; P.L. 2006, ch. 8, § 1; P.L. 2006, ch. 28, § 1; P.L. 2014, ch. 145, art. 20, § 5.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-1

§ 16-97-1 Rhode Island board of education established. – (a) Effective January 1, 2013, there is created a board of education that shall be responsible for and shall exercise the purposes, powers, and duties of, this chapter and chapters 59 and 60 of this title. The board is responsible for the coordination of education from pre-k through higher education and shall set goals and policies for the effective coordination of these public education systems.

(b) The board of education shall consist of seventeen (17) public members appointed by the governor with the advice and consent of the senate, eight (8) of whom shall be designated to serve on the council for elementary and secondary education and eight (8) of whom shall be designated to serve on the council for postsecondary education. The chairperson of the board shall serve as a member of both councils. Six (6) of the members initially appointed pursuant to this section shall serve terms of three (3) years; six (6) members initially appointed pursuant to this section shall serve terms of two (2) years; and, four (4) members initially appointed pursuant to this section shall serve terms of one year. To the greatest extent possible, the initial staggered terms shall be equitably divided among the councils so as to protect against sudden changes in membership and reversal of policy. Thereafter, all members appointed pursuant to this section shall serve terms of three (3) years. At the expiration of their terms, members shall remain and continue in their official capacity until their successor is appointed and qualified. Members shall not be appointed to more than three (3), successive three-year (3) terms each; provided that the chair of the board shall have no term and shall serve at the pleasure of the governor. Any vacancy among the members of the board shall be filled by appointment of the governor for the remainder of the unexpired term. In the selection and appointment of the board, the governor shall seek persons who best serve the needs of the entire state. No person shall be eligible for appointment to the board after the effective date of this act unless a resident of this state. Members of the board shall not be compensated for their service in attending board or council meetings.

(c) The chair of the Governor's Workforce Board, or designee, and the chair of the Rhode Island Commerce Corporation, or designee, shall serve as non-voting, ex-officio members of the board.

(d) The governor shall select from the appointed members a chairperson and vice chairperson. A quorum shall consist of nine (9) members of the board. A majority vote of those present shall be required for action.

(e) Except as provided by subsection (b) of this section, members of the board shall be removable by

the governor for cause only. Removal solely for partisan or personal reasons unrelated to performance, capacity, or fitness for the office shall be unlawful.

(f) The statutory responsibilities of the department of elementary and secondary education, the commissioner of elementary and secondary education, and the commissioner of postsecondary education shall remain unchanged.

(g) The chair of the board of education shall consult with the chairs of the council on elementary and secondary education, the council on postsecondary education, the commissioner of elementary and secondary education, and the commissioner of postsecondary education in developing agendas, goals, policies, and strategic plans for the board.

History of Section.

(P.L. 2012, ch. 241, art. 4, § 3; P.L. 2014, ch. 145, art. 20, § 8; P.L. 2014, ch. 369, § 1; P.L. 2014, ch. 381, § 1.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-1.1

§ 16-97-1.1 Purposes of the board of education. – The Rhode Island Board of Education shall be responsible for long-range planning and for coordinating and evaluating policies and programs for the public educational systems of the state. The general assembly finds and declares that the board of education shall have the following purposes:

(a) To develop and adopt educational, financial and operational goals for the education systems of the state that represent achievable benchmarks for a ten-year (10) and twenty-year (20) year time frame and that can be implemented by the council on elementary and secondary education, the council on postsecondary education, and the commissioners for elementary and secondary education and postsecondary education;

(b) To ensure that the education systems of the state are aligned with the projected opportunities in workforce development and economic development and that the education systems are preparing students to participate in the future workforce of Rhode Island;

(c) To coordinate programs and courses of study and promote collaboration between and among pre-kindergarten through higher education institutions and agencies, including, but not limited to:

(1) improving career and college readiness;

(2) reducing the need for remedial instruction;

(3) implementing and coordinating common core and other system wide standards;

(4) ensuring a quality system for adult education and certification programs in secondary school and college.

(d) To present strategic budget and finance recommendations to the council on elementary and secondary education and council on postsecondary education that are aligned with the long-range goals adopted by the board.

History of Section.

(P.L. 2014, ch. 145, art. 20, § 9.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-1.2

§ 16-97-1.2 Powers and duties of the board of education. – The board of education shall have the following powers and duties:

(a) To develop and adopt a strategic plan defining broad goals and objectives for education in the state. These goals and objectives shall be expressed in terms of the future educational attainment of the population, quality of life and economy of Rhode Island, including but not limited to what children, men and women should know and be able to do as a result of their educational experience and the contributions of education to meeting the workforce and economic development needs of Rhode Island. The board shall approve the strategic plans for elementary and secondary education and postsecondary education in terms of the alignment of these strategic plans with the overall strategic plan of the board of education. The board shall continuously evaluate the efforts of the council on elementary and secondary education and the council on postsecondary education to implement the strategic plans and shall review the results of education in the light of these objectives;

(b) To prepare and maintain a five (5) year strategic funding plan for all levels of education in Rhode Island. The board shall determine priorities of expenditures for public education purposes of state revenues and other public resources made available for the support of public education and direct the council on elementary and secondary education and the council on postsecondary education to implement those priorities when developing the annual budget for elementary and secondary education and higher education. The councils shall present their annual budgets to the board for its review and approval. Nothing contained in this subdivision shall authorize the board to alter the allocation of grants or aid otherwise provided by law;

(c) To develop and submit to the general assembly for approval a performance funding formula for public higher education that furthers the purposes of the board and ensures that all students may achieve educational excellence;

(d) To develop policies that maximize the potential of collaboration from elementary and secondary education through higher education systems and that improve efficiencies at all levels of the education system through improved coordination of activities;

(e) To embrace the legislative findings regarding virtual education established by § 16-22.1-2 of the general laws and adopt goals and policies that address these findings and to encourage the council on

elementary and secondary education and the council for postsecondary education to develop and or improve virtual learning experiences for Rhode Island students;

(f) To approve the appointment of a commissioner of elementary and secondary education.

(g) To approve the appointment of a commissioner of postsecondary education.

(h) To conduct a training course for newly appointed and qualified board members within six (6) months of their qualification. The course shall be developed by the chairperson of the board, approved by the board, and conducted by the chairperson of the board. The board may approve the use of any board or staff members or other individuals to assist with training. The training course shall include instruction in the following areas: the provisions of chapters 42-46, 36-14, and 38-2; and the board's own rules.

History of Section.

(P.L. 2014, ch. 145, art. 20, § 9.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-4

§ 16-97-4 Change of former names. – Effective January 1, 2013, the term "Rhode Island Board of Education" shall be used in lieu of any then existing law reference made to the board of regents for elementary and secondary education and/or the board of governors for higher education.

History of Section.

(P.L. 2012, ch. 241, art. 4, § 3.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-5

§ 16-97-5 Abolishment of boards. – The board of governors for higher education established in chapter 16-59 and the board of regents for elementary and secondary education established in chapter 16-60 shall cease to exist as of January 1, 2013.

History of Section.

(P.L. 2012, ch. 241, art. 4, § 3.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-6

§ 16-97-6 Reporting requirements. – The board shall submit an annual report to the governor, speaker of the house, senate president, chairs of the house and senate finance committees and their respective fiscal advisors, the chair of the house health, education and welfare committee, and chair of the senate education committee no later than March 1, 2015 and every March 1 thereafter.

History of Section.

(P.L. 2012, ch. 241, art. 4, § 3; P.L. 2014, ch. 145, art. 20, § 8; P.L. 2014, ch. 369, § 1; P.L. 2014, ch. 381, § 1.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-7

§ 16-97-7 Tuition waivers – Disclosure as a prerequisite to receipt. – Notwithstanding any other provision of law, no employee of the state board of education, his or her spouse, domestic partner or dependent, shall receive a tuition waiver as a result of employment status with the state board of education, without first consenting to the public disclosure of the existence and amount of the waiver. This section shall apply to any tuition waivers, including, but not limited to, any such waiver at the Community College of Rhode Island, Rhode Island College, and/or the University of Rhode Island.

History of Section.

(P.L. 2013, ch. 295, § 1; P.L. 2013, ch. 380, § 1.)

TITLE 16

Education

CHAPTER 16-97

The Rhode Island Board of Education Act

SECTION 16-97-8

§ 16-97-8 Assessment of student performance. – (a) The commissioner of elementary and secondary education shall implement the state assessment program. The program shall include performance standards and an annual report that disaggregates performance by race, poverty, native language, and gender.

(b) Prior to the graduating class of 2017, no state assessment conducted pursuant to this chapter, and no other standardized testing program or assessment, shall be used to determine a student's eligibility to graduate from high school. Any such assessments implemented prior to the graduating class of 2017 shall be used to promote school improvement and to target remediation programs to individual students and groups of students.

History of Section.

(P.L. 2014, ch. 336, § 3; P.L. 2014, ch. 337, § 3.)