#### 503404998 07/23/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3451632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
OAK RIDGE ASSOCIATED UNIVERSITIES	06/04/2015	

### **RECEIVING PARTY DATA**

Name:	UT-Battelle, LLC	
Street Address:	One Bethel Valley Road	
Internal Address:	4500N, MS-6258	
City:	Oak Ridge	
State/Country:	TENNESSEE	
Postal Code:	37831-6258	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	14633412	

### CORRESPONDENCE DATA

Fax Number: (865)574-0381

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.

Phone: (865) 574-0393 Email: warfielde@ornl.gov Correspondent Name: EDNA I. GERGEL

Address Line 1: ONE BETHEL VALLEY ROAD

Address Line 2: 4500N, MS-6258

Address Line 4: OAK RIDGE, TENNESSEE 37831-6258

ATTORNEY DOCKET NUMBER:	3228.0 ORAU TO UTB	
NAME OF SUBMITTER:	ELIZABETH WARFIELD	
SIGNATURE:	/Elizabeth Warfield/	
DATE SIGNED:	07/23/2015	

## **Total Attachments: 3**

source=3228 ORAU to UTB Assignment#page1.tif source=3228 ORAU to UTB Assignment#page2.tif source=3228 ORAU to UTB Assignment#page3.tif

> **PATENT REEL: 036162 FRAME: 0980** 503404998

# ASSIGNMENT AGREEMENT BETWEEN UT-BATTELLE, LLC AND ORAU

THIS AGREEMENT is by and between UT-Battelle, LLC a limited liability company organized and existing under the laws of the State of Tennessee (hereinafter "UT-BATTELLE") in accordance with its prime contract No. DE-AC05-00OR22725 (hereinafter "UT-Battelle's Prime Contract") with the U.S. Department of Energy (hereinafter DOE) and Oak Ridge Associated Universities (hereinafter "ORAU"), the not-for-profit operating contractor of the DOE's Oak Ridge Institute for Science and Education (hereinafter "ORISE") under its prime contract No. DE-AC05-06OR23100 (hereinafter "ORAU's Prime Contract") with the DOE, both being hereinafter jointly referred to as the "Parties" and singularly as a "Party."

#### WHEREAS:

- A. The Parties have developed technology identified in the invention disclosures, patent applications, and/or patents listed in Exhibit A (hereinafter Proprietary Rights); and
- **B.** The Parties desire that ORAU assign its undivided right, title, and interest to the Proprietary Rights to UT-BATTELLE to place ownership of all Proprietary Rights in a single Party, thereby promoting effective and successful commercialization of Proprietary Rights.

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. In consideration of good and valuable consideration--including, but not limited to the promises contained in the Memorandum of Agreement between UT-BATTELLE and ORAU executed September 20, 2001--the receipt and sufficiency of such consideration being hereby acknowledged, ORAU by these presents does hereby sell, assign, transfer and set over unto UT-BATTELLE, its successors, legal representatives and assigns, its entire right, title, and interest (if any) in, to, and under the Proprietary Rights.
- 2. UT-BATTELLE shall share with ORAU portions of royalties UT-BATTELLE receives from licensees, if any, of the Proprietary Rights in accordance with the aforesaid Memorandum of Agreement.
- 3. UT-BATTELLE shall obligate any licensees of the Proprietary Rights to indemnify ORAU for any liability arising from the making, using, importing or selling of a product, process or service by or on behalf of the Licensee, its assignees or licensees which was derived from the Proprietary Rights, except for any negligent acts or omissions of ORAU.
- 4. UT-BATTELLE shall obligate any licensees of the Proprietary Rights as listed in Exhibit A to comply with all U. S. export control laws and regulations applicable to the export of the Proprietary Rights.
- 5. ORAU makes no warranties or representations of any kind regarding the Proprietary Rights.
- 6. The effective date of this agreement is April 20, 2015 and it shall run to and terminate upon the end of the life of the last-to-expire Proprietary Rights of Exhibit A.

PATENT REEL: 036162 FRAME: 0981

## In witness whereof the Parties have executed this agreement below:

Date: Rachel F. Lokitz

Date: Associate General Counsel

Date: (1/5/5)

## **EXHIBIT A, PROPRIETARY RIGHTS**

UT-B		Contract	Inventors		
Docket No.	Title (Patent Appl. No., Patent No.)	Type & No.	UT-Battelle	ORAU	Others
3228.0	Modulation of Ion Transport in a Liquid by Application of an Electric Potential on a Mesoporous Carbon Membrane Patent Appl. No.: 14/633,412		Sheng Dai Shannon M. Mahurin Ivan Vlassiouk	Xiqing Wang Sumedh P. Surwade	

v. 02/27/2003

**RECORDED: 07/23/2015** 

**PATENT** 

**REEL: 036162 FRAME: 0983**