

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3555892

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
	Name	Execution Date	
	CHARLEE J.C. BENNETT	09/05/2015	
	STEVEN WALKER	09/18/2015	
	QUANQIN DAI	07/29/2009	
RECEIVING PARTY DATA			
Name:	Oak Ridge Associated Universities		
Street Address:	120 Badger Ave.		
City:	Oak Ridge		
State/Country:	TENNESSEE		
Postal Code:	37830		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	
	Application Number:	14110222	
CORRESPONDENCE DATA			
Fax Number:	(865)574-0381		
<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:	(865) 574-0393		
Email:	vanceke@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:	2461.3 ORAU		
NAME OF SUBMITTER:	KAREN E. VANCE		
SIGNATURE:	/KE Vance/		
DATE SIGNED:	10/05/2015		
Total Attachments: 7			
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PATENT

REEL: 036727 FRAME: 0108

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)

Charlee J.C. Bennett
Steven Walker
Quangin Dai

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09/18/2015

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Oak Ridge Associated Universities

Internal Address: _____

Street Address: 120 Badger Avenue

City: Oak Ridge

State: TN

Country: USA Zip: 37830

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

14/110,222

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Edna I. Gergel

Internal Address: UT-Battelle, LLC

Street Address: One Bethel Valley Road

4500N, MS-6258

City: Oak Ridge

State: TN Zip: 37831-6258

Phone Number: (865) 574-0393

Fax Number: (865) 574-0381

Email Address: gergelei@ornl.gov

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 13-1958

Authorized User Name Karen E. Bowman

9. Signature:

/Edna I. Gergel/

Signature

10/05/2015

Date

Edna I. Gergel, Reg. No. 50819

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

ASSIGNMENT

WHEREAS, we the below-named inventors whose residence is stated below, have co-invented certain new and useful improvements in

Methods for Producing Complex Films, and Films Produced Thereby

(hereinafter referred to as "Subject Invention") for which are described in United States Patent Application No. 14/110,222 filed on April 16, 2014, and

WHEREAS, Oak Ridge Associated Universities, the not-for-profit operating contractor of the U.S. Department of Energy's Oak Ridge Institute for Science and Education under its prime contract No. DE-AC05-06OR23100, having an address at 100 ORAU Way, Post Office Box 117, Mail Stop 27, Oak Ridge, Tennessee 37831-0117, hereinafter referred to as "ASSIGNEE," is desirous of acquiring the entire right, title and interest of the undersigned in the Subject Invention and to any Letters Patent that may be granted therefor in the United States of America and in any and all foreign countries.


NOW, THEREFORE, in accordance with the terms of our employment agreement with ASSIGNEE and for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby assign to ASSIGNEE our entire right, title and interest in the Subject Invention, to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property, and in any Letters Patent on the Subject Invention that may be granted in the United States of America and in any and all foreign countries, including any and all Letters Patent that are divisions, reissues, continuations, substitutions or extensions of any Letters Patent or applications therefor on the Subject Invention.

We hereby authorize and request the Commissioner of the United States Patent and Trademark Office and the officials of any and all foreign countries to issue any and all of said Letters Patent, when granted, to the ASSIGNEE.

Further, we hereby agree to communicate to said ASSIGNEE or its representatives any facts known to us respecting said Subject Invention, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitution, renewal and reissue applications, to execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, and to make all rightful oaths and generally do everything possible to aid said ASSIGNEE and its representatives to obtain and enforce proper protection for said Subject Invention in the United States of America and in any and all foreign countries.

We further agree that the terms, covenants and conditions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns, and legal representatives, and shall be binding on me, my heirs, legal representatives, and assigns.

Name of inventor: **Charlee J.C. Bennett**

Signature:  Date: 09/05/2015

Residence: 921 Saint Michaels Drive, Bowie MD 20721

Name of inventor: **Steven Walker**

Signature: _____ Date: _____

Residence: 1300 North 20th Street, Renton, Washington, 98056

Name of inventor: **Quanquin Dai**

Signature: _____ Date: _____

Residence: 790 North Cedar Bluff Road, Apt. 1510, Knoxville, Tennessee 37923

Name of inventor: **Charlee J. Bennett**

Signature: _____ Date: _____

Residence: 6200 Rolling Road #523112, Springfield, Virginia 22152

Name of inventor: **Steven Walker**

Signature: Steven Walker Date: 09/18/2015

Residence: 1303 North 20th Street, Apt. A2003, Renton, Washington, 98056

Name of inventor: **Quanquin Dai**

Signature: _____ Date: _____

Residence: 790 North Cedar Bluff Road, Apt. 1510, Knoxville, Tennessee 37923

AGREEMENT COVERING
DISCOVERIES, INVENTIONS,
DATA, AND COPYRIGHTS

THIS AGREEMENT made between me, whose signature is affixed at the end of this document, and Oak Ridge Associated Universities, Inc., a Tennessee not-for-profit corporation (hereinafter called the "Corporation"). The Corporation has developed and uses technical and non-technical information vital to the success of its business, and in conjunction with work it undertakes with other companies. Generally, employees of the Corporation become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries or improvements, or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for the Corporation to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, copyrights) or common law protection (trade secrets).

In consideration of my engagement and/or employment by the Corporation, and the salary, wages or other remuneration paid to me during such engagement and/or employment, I do hereby agree as follows:

A. Proprietary Information:

1. I shall not, except as authorized by the Corporation, at any time during or after my employment for the period of protection specified in non-disclosure agreements applicable to such information if longer than the time specified in subparagraph A.2, directly or indirectly, disclose to any other person or entity any proprietary technical information of the Corporation or of others (collectively referred to hereinafter as "Proprietary Technical Information") which has come into my possession in the course of employment with the Corporation; and I shall not use any such Proprietary Technical Information for my personal use or advantage, or make it available to others. "Technical Information" includes information such as, for example and without limitation, compositions, formulas, products, processes, methods, systems, designs, specifications, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries, and improvements.
2. I shall not, except as authorized by the Corporation, at any time during and for seven (7) years after my employment, directly or indirectly, disclose to any other person or entity any proprietary non-technical information of the Corporation or others (collectively referred to hereinafter as "Proprietary Non-Technical Information"), which has come into my possession in the course of my employment with the Corporation; and I shall not use any such Proprietary Non-Technical Information for my personal use or advantage, or make it available to others. Non-technical information includes existing and contemplated business, marketing and financial information such as, for example and without limitation, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.
3. All information regarding Corporation business, both technical and non-technical, in whatever form, including but not limited to text, drawings, or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

(1)

4. If assigned to work on a UT-Battelle project at Oak Ridge National Laboratory (ORNL), I agree to protect Proprietary Information of UT-Battelle or others which I generate or am given access to as a result of such assignment and to comply with Proprietary Information and Protected CRADA Information restrictions when assigned to perform work under a CRADA at ORNL.

B. Inventions, Discoveries, and Improvements:

In the event I make any inventions, discoveries or improvements, or develop any copyrightable work during the course of my work, I agree to disclose promptly and fully to the Corporation all inventions, discoveries, improvements, whether patentable or not, or any copyrightable works of authorship, that have been or may be conceived or made by me, solely or jointly with others, during the period of my employment with the Corporation, whether occurring at the Corporation or assigned to another entity in the course of my employment with the Corporation: (a) which are along the lines of or relate to the business, work or investigations of the Corporation or of any company with which it is affiliated at the time of such inventions, discoveries, improvements or copyrightable works; or (b) which result from or arise out of any work that I may do for or on behalf of the Corporation or of others that may have been disclosed or otherwise made available to me as a result of duties assigned to me by the Corporation. All of these inventions, discoveries, improvements, or copyrightable works of authorship shall be the sole and exclusive property of the Corporation, and I hereby assign to the Corporation all of my right, title and interest therein. In order that public disclosure of inventions, discoveries or improvements will not adversely affect the patent interests of the Corporation, I will secure approval from the Corporation for release or disclosure of any information concerning such inventions, discoveries or improvements prior to such release or public disclosure.

C. Execution of Document:

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest to: (a) any and all discoveries, inventions, improvements, or copyrightable works of authorship described in paragraph B above; (b) any and all patent applications therefore; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing such applications; and (d) all patents that may be granted therefore throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge in every lawful way the Corporation and its assigns, nominees, or successors at its or their request to obtain and sustain such patents for its benefit in any and all countries.

D. Copyrightable Works Produced Under Funding From the United States Government:

If any copyright is obtained on copyrightable material first produced or composed in the course of or under this agreement, and the copyrightable work was undertaken pursuant to funding received under contract with the United States, and absent any agreement to the contrary, I or the Corporation will obtain for or grant to the U.S. Government and to its officers, agents, servants, employees and others acting on its behalf, who are acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license on behalf of the Government to reproduce, prepare derivative works, and perform and display publicly said copyrightable material.

E. Records and Documents:

All drawings, designs, computer software, specifications, technical, scientific, and medical records; data and memoranda of every description relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are understood to be the property of the Corporation or

others. The Corporation or other owners shall have the right to use and disseminate, and authorize others so to do, any and all of said above materials and information without any claim on my behalf. Upon termination of my employment or assignment to ORNL, I agree to leave all such records, documents and writings, and all copies thereof, with the Corporation (or ORNL if the records or documents are generated or received by me during my assignment to perform work at ORNL).

F. Notice of Rights Under State Statute:

No provision in the Agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time; and (1) which does not relate to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) which does not result from any work performed by me for the Corporation or in the course of or under my assignment to perform work at ORNL.

G. Legally Binding Agreement:

This Agreement shall be binding upon me, my heirs, assigns, executors, or other legal representatives, and shall be binding upon and inure to the benefit of the Corporation, its assigns, nominees, or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that, either during or after my employment, the Corporation may advise others of the existence of the Agreement and the provisions of all or any part thereof.

H. Prior Inventions:

Listed and briefly described on the reverse side are all inventions not previously assigned to my previous employers, and which I conceived and made prior to my employment with the Corporation. Such listed inventions are not included under this Agreement, I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention.

EMPLOYEE

WITNESS

Quangin Dai
Employee's Signature

Norma Patterson
Witness's Signature

Quangin Dai
Employee's Name (printed or typed)

NORMA PATTERSON
Witness's Name (printed or typed)

07/29/2009
Date

7-29-09
Date