503509279 10/05/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3555905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
OAK RIDGE ASSOCIATED UNIVERSITIES	10/05/2015	

RECEIVING PARTY DATA

Name:	UT-Battelle, LLC	
Street Address:	ne Bethel Valley Road	
Internal Address:	500N, MS-6258	
City:	Oak Ridge	
State/Country:	TENNESSEE	
Postal Code:	37831-6258	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14110222	

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: 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 TO UTB
NAME OF SUBMITTER:	KAREN E. VANCE
SIGNATURE:	/KE Vance/
DATE SIGNED:	10/05/2015

Total Attachments: 4

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> **PATENT REEL: 036727 FRAME: 0149**

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Form **PTO-1595** (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008)

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) 2. Name and address of receiving party(ies) Name: UT-Battelle, LLC Oak Ridge Associated Universities Internal Address: 4500N, MS-6258 Additional name(s) of conveying party(ies) attached? 🔲 Yes 🗹 No 3. Nature of conveyance/Execution Date(s): Street Address: One Bethel Valley Road Execution Date(s) 10/05/2015 Merger ✓ Assignment City: Oak Ridge State: TN Government Interest Assignment Country: <u>USA</u> <u>Zip:37831-6258</u> Executive Order 9424, Confirmatory License Other Additional name(s) & address(es) attached? L Yes V No 4. Application or patent number(s): This document is being filed together with a new application. A. Patent Application No.(s) B. Patent No.(s) 14/110,222 Additional numbers attached? Yes V No 5. Name and address to whom correspondence 6. Total number of applications and patents concerning document should be mailed: involved: 1 Name: Edna I. Gergel **7. Total fee** (37 CFR 1.21(h) & 3.41) \$ 40.00 Internal Address: UT-Battelle, LLC Authorized to be charged by credit card Authorized to be charged to deposit account **Enclosed** Street Address: One Bethel Valley Road None required (government interest not affecting title) 4500N, MS-6258 8. Payment Information City: Oak Ridge a. Credit Card Last 4 Numbers _____ State: TN Zip:37831-6258 Expiration Date Phone Number: (865) 574-0393 b. Deposit Account Number 13-1958 Fax Number: (865) 574-0381 Authorized User Name Karen E. Bowman Email Address: gergelei@ornl.gov 9. Signature: /Edna I. Gergel/ 10/05/2015 Signature Date Total number of pages including cover Edna I. Gergel, Reg. No. 50,819 sheet, attachments, and documents: Name of Person Signing

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

REEL: 036727 FRAME: 0150

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 September 18, 2015 and it shall run to and terminate upon the end of the life of the last-to-expire Proprietary Rights of Exhibit A.

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In witness whereof the Parties have executed this agreement below:

OT-BAT	TELLE, LLC
Ву:	
Name:	Marc T. Filigenzi
Title:	IP Managing Attorney
Date:	10/2/2015
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OAK RII	OGE ASSOCIATED UNIVERSITIES
Ву:	- JVI. Mus
Name:	Ivan Boatner
Title:	General Counsel
Datas	10/5/15

EXHIBIT A, PROPRIETARY RIGHTS

UT-B	Title (Patent Appl. No., Patent No.)	Contract Type & No.	Inventors		
Doeket No.			UT-Battelle	ORAU	Others
2461.3	Methods for Producing Complex Films, and Films Produced Thereby (Paten Appl. No.: 14/110, 220)	DE-AC05-00OR22725, DE-AC05-06OR23100	Gerald E. Jellison, Jr. Michael Z. Hu Lonnie J. Love Tommy J. Phelps Craig A. Blue Ronald D. Ott Chad E. Duty Chad M. Parish Ilia N. Ivanov Ji Won Moon	Charlee J. Bennett Steven Walker Quanqin Dai	

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RECORDED: 10/05/2015

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