## 503768078 04/04/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3814724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
CHRISTOPHER DAVIS	03/29/2016
JOHN RZASA	02/29/2016

### **RECEIVING PARTY DATA**

Name:	UNIVERSITY OF MARYLAND, COLLEGE PARK	
Street Address:	2130 MITCHELL BUILDING, 7999 REGENTS DR	
City:	COLLEGE PARK	
State/Country:	MARYLAND	
Postal Code:	20742	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13833366

### **CORRESPONDENCE DATA**

**Fax Number:** (301)314-9502

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:** 3014057753

**Email:** patents@umd.edu, dwalker5@umd.edu

Correspondent Name: UNIVERSITY OF MARYLAND

Address Line 1: 2130 MITCHELL BUILDING, 7999 REGENTS DR

Address Line 2: DENISE WALKER, OTC - UMD

Address Line 4: COLLEGE PARK, MARYLAND 20742

ATTORNEY DOCKET NUMBER:	PS-2012-065	
NAME OF SUBMITTER:	FELICIA METZ, REG. NO. 57401	
SIGNATURE:	/Felicia Metz/	
DATE SIGNED:	04/04/2016	

### **Total Attachments: 2**

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PATENT REEL: 038187 FRAME: 0475

503768078

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between:

Christopher Davis

an individual having a principal residence at

1688 Klingsbridge Court Annapolls Park (hereinafter relented to as "Assignee").

MD 21401 (hereinafier referred to as "Assignor"), and the University of Maryland, College

### WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. PS-2812-065 entitled

### Electronic Home Plate

US provisional application number 61/755,214 filed January 22, 2013; PCT US2013/031968 filed March 15, 2013; and US patent application number 13/833,356 filed March 15, 2013 entitled Electronic Home Plate For Baseball And Softball Games And Method For Automatic Determination Of Presence, Position And Speed Of A Ball Relative To The Strike Zone or any and all application(s) for Letters Patent in the United States of America and throughout the world, and all divisional, continuation, continuation-in-part, substitutions, renewals, reissues, extensions and other applications pertaining to the foregoing which have or shall be filed in the United States, any foreign country and other jurisdictions (thereinafter collectively referred to as the "Vorks"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, at seq.), Assignor agrees to assign all of his/her right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's worldwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assigner's intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Policy on Intellectual Preperty, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignoe, intending to be legally bound, do hereby covenant and agree as follows:

### Section 1. Assignment of the Works.

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited hersin, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation). (I) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, iteds and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.

## Section 2. University of Maryland Policy on Intellectual Property.

The assignment of rights perfected hereunder shall be governed by the University of Maryland Policy on Intellectual Property as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in this policy.

Section 3. Warranty,

Assigner warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

Section 4. Jurisdiction.

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America.

**ASSIGNOR** 

inventor

Date: \_\_\_\_\_\_

ASSIGNEE (University of Maryland)
Acknowledged and Agreed to by:

Printed Name | Gavairi Varma | Title: Executive Director

no: <u>Aprilli</u>

PATENT REEL: 038187 FRAME: 0476

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between:

John Rzasa

an individual having a principal residence at

Park (hereinafter referred to as "Assignee").

3711 Campus Drive, Apt. \$426 College Park MD 20740 (hereinafter referred to as "Assigner"), and the University of Maryland, College

### WITNESSETH:

WHEREAS, Assignor has created and devidoped certain inventions, improvements, discoveries, software, or other intellectual property, as described in Assignee Invention Disclosure No. PS-2012-065 entitled

#### Electronic Home Plate

US provisional application number 61/755,214 filed January 22, 2013; PCT US2013/031968 filed March 15, 2013; and US patent application number 13/833,366 filed March 15, 2013 entitled Electronic Home Plate For Baseball And Softball Games And Method For Automatic Determination Of Presence, Position And Speed Of A Ball Relative To The Strike Zone or any and all application(s) for Letters Patent in the United States of America and throughout the world, and all divisional, continuation, continuation-in-part, substitutions, renewals, reissues, extensions and other applications pertaining to the foregoing which have or shall be filed in the United States, any foreign country and other jurisdictions (hereinafter collectively referred to as the "VVorks"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for him within the meaning of the Copyright Act. (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all of his/her right, little and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all of Assignor's workdwide intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to periect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all of Assignor's intellectual property interests respecting the Works.

NOW. THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Policy on Intellectual Property, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do heraby covenant and agree as follows:

#### Section 1. Assignment of the Works.

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all of Assignor's right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation). (i) all copyrights in the United States and elsewhere. including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term thereafter granted during which the Warks are entitled to copyright; (ii) all trade secrets, inventions, know how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and alsowhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law,

#### Section 2. University of Maryland Policy on Intellectual Property.

The assignment of rights perfected hereunder shall be governed by the University of Maryland Policy on Intellectual Property as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royally income shall be allocated as set forth in this

Section 3. Warranty.

Assignor warrants and covenants that he/she is an author or inventor of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

Section 4. Jurisdiction.

The validity, interpretation, and effect of this agreement shall be governed by the taws of the State of Maryland and of the United States of America.

ASSIGNOR

Agreed to by: Printed Name: John F

Date:

ASSIGNEE (University of Maryland) Acknowledged and Agreed to by:

Printed Name: Gayatri Varma Title: Executive Director

aurh 10/2016

**PATENT REEL: 038187 FRAME: 0477** 

RECORDED: 04/04/2016