

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3793565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW E. PHILLIPS	01/13/2016
MATTHIAS ZIEGLER	03/01/2012
DAVID W. PAYTON	01/19/2016
CHARLES E. MARTIN	01/13/2016
RECEIVING PARTY DATA	
Name:	HRL LABORATORIES, LLC
Street Address:	3011 MALIBU CANYON ROAD
City:	MALIBU
State/Country:	CALIFORNIA
Postal Code:	90265
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14987467
CORRESPONDENCE DATA	
Fax Number:	(310)943-2736
<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:	310.589.8158
Email:	officeactions@topemckay.com
Correspondent Name:	TOPE-MCKAY & ASSOCIATES
Address Line 1:	30745 PACIFIC COAST HIGHWAY #420
Address Line 4:	MALIBU, CALIFORNIA 90265
ATTORNEY DOCKET NUMBER:	HRL416
NAME OF SUBMITTER:	RACHEL HERRERA
SIGNATURE:	/Rachel Herrera/
DATE SIGNED:	03/21/2016
Total Attachments: 7	
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Attorney Docket: HRL416

HRL docket No.: 131290

Invention Title: THE THINKING CAP: COMBINING PERSONALIZED, MODEL-DRIVEN, AND ADAPTIVE HIGH DEFINITION TRANS-CRANIAL STIMULATION (HD-ICS) WITH FUNCTIONAL NEAR-INFRARED SPECTROSCOPY (fNIRS) AND ELECTROENCEPHALOGRAPHY (EEG) BRAIN STATE MEASUREMENT AND FEEDBACK

WHEREAS, I, Matthew E. Phillips of 3847 Poppyseed Lane #F, Calabasas, CA 91302, United States of America (hereinafter "Assignor") have invented certain new and useful improvements in THE THINKING CAP: COMBINING PERSONALIZED, MODEL-DRIVEN, AND ADAPTIVE HIGH DEFINITION TRANS-CRANIAL STIMULATION (HD-ICS) WITH FUNCTIONAL NEAR-INFRARED SPECTROSCOPY (fNIRS) AND ELECTROENCEPHALOGRAPHY (EEG) BRAIN STATE MEASUREMENT AND FEEDBACK (hereinafter "Invention") for which a United States utility patent application was filed on January 4, 2016, Application Serial No. 14/987,467.

AND

WHEREAS, HRL Laboratories, LLC, a limited liability company organized and existing under the laws of the State of Delaware, United States of America and having a place of business at 3011 Malibu Canyon Road, Malibu, California, United States of America, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the Invention within the United States of America and its territorial possessions, and in all foreign countries and jurisdictions in which intellectual or industrial property protection may be granted therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof I hereby acknowledge, I, the Assignor desire to and do hereby assign, sell, and transfer unto Assignee the full and exclusive right to the Invention in the United States of America and its territorial possessions and in all foreign countries and jurisdictions, as well as, the entire right, title and interest in and to any and all intellectual or industrial property rights including, but not limited to, patents, designs, utility models, and inventor certificates which may be granted therefor in the United States of America and its territorial possessions and in all foreign countries and jurisdictions. I hereby authorize and request the U.S. Patent and Trademark Office and the equivalent offices of foreign countries and jurisdictions, to issue to the Assignee, any and all applicable intellectual or industrial property rights in the Invention, for the Assignee's sole use and benefit, for the full extent of the term for which United States and foreign patents and the like may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

I further covenant and agree with the Assignee that I have full and unencumbered title to the invention hereby assigned, which title I warrant unto the Assignee, and I further agree that I will, without demanding any further consideration therefor, and at the request and at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing, or reexamining United States and foreign patents or the like for the Invention, and for maintaining and perfecting the Assignee's right to the Invention and any and all intellectual or industrial property rights therein, particularly in cases of interference, conflict, opposition, and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

Executed this 13th day of January, 2016,

at Malibu, CA


(Signature)

EMPLOYEE STATEMENTS AND AGREEMENTS

1. SAFEGUARDING CLASSIFIED INFORMATION

HRL Laboratories, LLC, hereinafter referred to as "HRL," is engaged in national defense work and is contractually obligated by a Security Agreement with the United States Government to comply with laws and regulations pertaining to the safeguarding of classified information and material.

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2. SAFETY

Redacted

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3. PROPRIETARY INFORMATION, COPYRIGHTS, MASK WORKS & INVENTIONS

Redacted

A. PROPRIETARY INFORMATION

Redacted

B. COPYRIGHTS & MASK WORKS

All rights in and to any copyrightable material (including, but not limited to, computer programs), or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984, which I may originate pursuant to or in connection with the Business of HRL or using HRL property, and which are not expressly released by HRL in writing, shall be deemed as a work for hire and shall be the sole and exclusive property of HRL, its successors, assigns or other legal representatives.

C. INVENTIONS

With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment at HRL (hereinafter referred to as HRL inventions), and regardless of the time, date or location of such inventions, shall be the sole and exclusive property of HRL and shall be promptly disclosed to HRL in writing.

Inventions which I consider to be EXEMPT but made solely or jointly with others during the term of my employment, shall be first disclosed in confidence to HRL, before any other disclosure to third persons not related to the claimed EXEMPT invention, for the purpose of determining such issues as may arise. I shall do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between HRL and the United States or any of its agencies.

An EXEMPT invention is one which includes all of the following:

- (a) was developed entirely on my own time without using HRL's equipment, supplies, facilities, or trade secret information; and
- (b) does not relate at the time of conception or reduction to practice of the invention to HRL's Business, or to its actual or demonstrably anticipated research or development; and
- (c) does not result from any work performed by me for HRL.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to HRL, its successors, assigns or other legal representatives (hereinafter referred to as HRL et al), any facts known by me respecting said HRL inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by HRL et al, with regard to said HRL inventions, for protecting, obtaining maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said HRL inventions, and for perfecting, affirming, recording and maintaining the title of HRL et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said HRL inventions, developments or discoveries, any and all said Letters Patents and title thereto of HRL et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment at HRL, whether my property, property of a previous employer or otherwise, and excluded from this Agreement.

(Continue on separate sheet if additional space is required)

NOTICE UNDER SECTION 2872

This Agreement has been drafted to be in conformance with Section 2870 of Article 3.5 (INVENTIONS MADE BY EMPLOYEE) of the Labor Code of the State of California as amended July 15, 1986 and, as required by Section 2872, notification is hereby given that this Employment Agreement does not apply to an invention which qualifies as an "EXEMPT" invention under the provisions of Section 2870.

Initial: MOZ

D. CONSENT TO USE PHOTO OR IMAGE

Redacted

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4. INEVITABLE DISCLOSURE AND UNFAIR TRADE PRACTICE

Redacted

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5. CONFLICT OF INTEREST AND BUSINESS ETHICS

Redacted

Initial: MDZ

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

I understand that as an employee of HRL and in connection with my employment with HRL, I may be directed to work on projects with or for individuals or entities that may or may not be employed by or otherwise related to HRL, and that this agreement will continue to be effective throughout my employment with HRL.

However, nothing herein affects any rights that may apply under the NLRA.



Witness Signature

3/1/12

Date



Employee Signature

Attorney Docket: HRL416

HRL docket No.: 131290

Invention Title: THE THINKING CAP: COMBINING PERSONALIZED, MODEL-DRIVEN, AND ADAPTIVE HIGH DEFINITION TRANS-CRANIAL STIMULATION (HD-tCS) WITH FUNCTIONAL NEAR-INFRARED SPECTROSCOPY (fNIRS) AND ELECTROENCEPHALOGRAPHY (EEG) BRAIN STATE MEASUREMENT AND FEEDBACK

WHEREAS, I, David W. Payton of 22275 Dardenne Street, Calabasas, CA 91302, United States of America (hereinafter "Assignor") have invented certain new and useful improvements in THE THINKING CAP: COMBINING PERSONALIZED, MODEL-DRIVEN, AND ADAPTIVE HIGH DEFINITION TRANS-CRANIAL STIMULATION (HD-tCS) WITH FUNCTIONAL NEAR-INFRARED SPECTROSCOPY (fNIRS) AND ELECTROENCEPHALOGRAPHY (EEG) BRAIN STATE MEASUREMENT AND FEEDBACK (hereinafter "Invention") for which a United States utility patent application was filed on January 4, 2016, Application Serial No. 14/987,467.

AND

WHEREAS, HRL Laboratories, LLC, a limited liability company organized and existing under the laws of the State of Delaware, United States of America and having a place of business at 3011 Malibu Canyon Road, Malibu, California, United States of America, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the Invention within the United States of America and its territorial possessions, and in all foreign countries and jurisdictions in which intellectual or industrial property protection may be granted therefor.

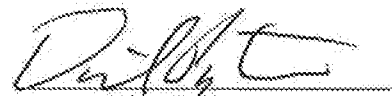
NOW, THEREFORE, for good and valuable consideration, the receipt whereof I hereby acknowledge, I, the Assignor desire to and do hereby assign, sell, and transfer unto Assignee the full and exclusive right to the Invention in the United States of America and its territorial possessions and in all foreign countries and jurisdictions, as well as, the entire right, title and interest in and to any and all intellectual or industrial property rights including, but not limited to, patents, designs, utility models, and inventor certificates which may be granted therefor in the United States of America and its territorial possessions and in all foreign countries and jurisdictions. I hereby authorize and request the U.S. Patent and Trademark Office and the equivalent offices of foreign countries and jurisdictions, to issue to the Assignee, any and all applicable intellectual or industrial property rights in the Invention, for the Assignee's sole use and benefit, for the full extent of the term for which United States and foreign patents and the like may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

I further covenant and agree with the Assignee that I have full and unencumbered title to the invention hereby assigned, which title I warrant unto the Assignee, and I further agree that I will, without demanding any further consideration therefor, and at the request and at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing, or reexamining United States and foreign patents or the like for the Invention, and for maintaining and perfecting the Assignee's right to the Invention and any and all intellectual or industrial property rights therein, particularly in cases of interference, conflict, opposition, and litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

Executed this 19th day of January, 2016,

at Malibu, CA


(Signature)

Attorney Docket: HRL416

HRL docket No.: 131290

Invention Title: THE THINKING CAP: COMBINING PERSONALIZED, MODEL-DRIVEN, AND ADAPTIVE HIGH DEFINITION TRANS-CRANIAL STIMULATION (HD-ICS) WITH FUNCTIONAL NEAR-INFRARED SPECTROSCOPY (fNIRS) AND ELECTROENCEPHALOGRAPHY (EEG) BRAIN STATE MEASUREMENT AND FEEDBACK

WHEREAS, I, Charles E. Martin of 235 Green Heath Place, Thousand Oaks, CA 91361, United States of America (hereinafter "Assignor") have invented certain new and useful improvements in THE THINKING CAP: COMBINING PERSONALIZED, MODEL-DRIVEN, AND ADAPTIVE HIGH DEFINITION TRANS-CRANIAL STIMULATION (HD-ICS) WITH FUNCTIONAL NEAR-INFRARED SPECTROSCOPY (fNIRS) AND ELECTROENCEPHALOGRAPHY (EEG) BRAIN STATE MEASUREMENT AND FEEDBACK (hereinafter "Invention") for which a United States utility patent application was filed on January 4, 2016, Application Serial No. 14/987,467.

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IN TESTIMONY WHEREOF, I have hereunto set my hand.

Executed this 13th day of January, 2016,

at Malibu CA


(Signature)