

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3825113

| | | |
|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | |
| EFFECTIVE DATE: | 02/22/2013 | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | ALEXANDER S. HUGHES | 02/22/2013 |
| RECEIVING PARTY DATA | | |
| Name: | THE JOHNS HOPKINS UNIVERSITY | |
| Street Address: | 34TH AND CHARLES STREET | |
| City: | BALTIMORE | |
| State/Country: | MARYLAND | |
| Postal Code: | 21218 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 15096311 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (240)228-5254 | |
| <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: | 240-228-5640 | |
| Email: | noah.hayward@jhuapl.edu | |
| Correspondent Name: | THE JOHNS HOPKINS UNIVERSITY APPLIED PHY | |
| Address Line 1: | 11100 JOHNS HOPKINS ROAD | |
| Address Line 2: | MAIL STOP 7-127 | |
| Address Line 4: | LAUREL, MARYLAND 20723-6099 | |
| ATTORNEY DOCKET NUMBER: | 3391-0001 | |
| NAME OF SUBMITTER: | NOAH J. HAYWARD | |
| SIGNATURE: | /Noah J. Hayward/ | |
| DATE SIGNED: | 04/12/2016 | |
| Total Attachments: 3 | | |
| source=hughes#page1.tif | | |
| source=hughes#page2.tif | | |
| source=hughes#page3.tif | | |

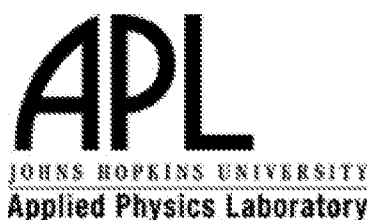
Signed Agreement

Name: Hughes, Alexander S.

1. Consent to use Electronic Signature

☒ I agree to the use of my electronic signature (e-signature) as a valid, legally binding substitute for my original, handwritten signature on the Intellectual Property Agreement.

2. The APL Intellectual Property Agreement



INTELLECTUAL PROPERTY AGREEMENT

In consideration of my employment by The Johns Hopkins University Applied Physics Laboratory (APL) and in order to protect the rights of APL, its sponsors and others with regard to *Intellectual Property*, I agree to the following:

1. Definitions.

1.1 "Intellectual Property" (IP) includes:

(a) "Inventions,"

(b) "Proprietary Information,"

(c) "Copyright," for example, original works of authorship, including "Works Made for Hire" (i.e. work prepared by an APL staff member within the scope of their employment),

(d) trademarks, and

(e) all right, title and interest in and to IP, including patents, Copyrights, trade secrets and trademarks.

1.2 "APL Intellectual Property" (APL IP) includes *Intellectual Property* made, conceived, first reduced to practice (e.g., putting a concept into practice or

PATENT

applying a concept), created or authored by me, solely or jointly with others, while employed by APL, including *Inventions*, that:

- (a) is funded in whole or in part by APL or a sponsor of APL, or
- (b) involves the use of APL facilities, personnel, equipment, materials or *APL Proprietary Information*, as defined below, or
- (c) is prepared within the scope of my employment, or
- (d) is related to APL programs or activities.

1.3 "*Inventions*" include any novel and useful process, machine, manufacture, composition of matter or design, or improvements of any of the previously mentioned items, which is or may be patentable.

1.4 "*Proprietary Information*" includes:

- (a) "*APL Proprietary Information*," which is information developed by or for APL that is not generally known outside of APL and which, if released outside of APL in an uncontrolled manner, may cause APL to suffer economic harm or lose a competitive advantage, and
- (b) "*Non-APL Proprietary Information*," which is information disclosed to APL in confidence by others outside of APL, including the U.S. Government.

1.5 "*APL IP Policies*" include all policies and procedures of APL related to *IP*.

1.6 "*Work Made for Hire*" is a work prepared by an APL staff member within the scope of his or her employment.

1.7 "*Copyright*" is a set of exclusive rights that apply in an original work of authorship fixed in a tangible medium, for example, software. The *Copyright* owner has the exclusive right to do and/or authorize any of the following: reproduce, prepare derivative works of, distribute, perform and display the work publicly.

2. **Confidentiality.** I understand that through my employment with APL, I may have access to *APL IP* and *Proprietary Information*, whether prepared by me or others, and agree not to publish, disclose to others or use for my own or for non-APL benefit, any *APL IP* or *Proprietary Information*, whether during or after my employment, except: (a) as required for my work as an APL staff member; (b) with APL's prior written permission; or (c) to the extent required by law.

3. **Ownership and Assignment of APL IP.** *APL IP* is owned by The Johns Hopkins University (JHU). I agree to assign and do hereby assign to JHU all of my right, title and interest in and to all *APL IP*.

PATENT

4. **Disclosure Obligations.** I agree to promptly and fully disclose, to APL or its designee:

(a) All *Inventions*, and

(b) All material subject to *Copyright* (e.g., software), trademark or trade secret protection, and

(c) All *IP* requested by my supervisor.

5. **Cooperation.** I agree to cooperate with APL or its designee, by signing all papers, delivering all documents and participating as deemed necessary by APL to: (a) enable APL to comply with sponsor funding agreements; (b) memorialize my assignment to JHU all of my right, title and interest in and to *APL IP*; (c) enable APL or its designee to fully protect *APL IP* throughout the world by patent, *Copyright*, trademark or otherwise; and (d) comply with *APL IP Policies*.

6. **Post-Employment Obligations.** I agree that upon the termination of my employment with APL I will surrender to APL all *Proprietary Information* and *APL IP*, whether prepared by me or others, unless I have obtained APL's prior written permission to retain it, issued by APL's Office of Counsel. I also acknowledge my continuing obligation to protect and hold in confidence *Proprietary Information* and *APL IP* after my termination.

7. **Policy Changes.** I understand that APL reserves the right to change the *APL IP Policies*, and I agree to be bound by all such changes.

8. **Superseding Agreement.** This Agreement supersedes any prior agreement between me and APL relating to *IP*, but shall not apply to any *IP* that was: (a) identified in and covered specifically by a prior agreement between me and APL; or (b) either an *Invention* first conceived by me, or an original work of authorship created or authored by me, prior to my employment by APL as evidenced by adequate documentation.

9. **Maryland Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland without giving effect to its internal principles of choice of law.

☒ I have read, understood and agree to be bound by all of the terms of the **APL Intellectual Property Agreement**.

IP Agreement signed on: 2/22/2013 12:56:44 PM

PATENT

RECORDED: 04/12/2016

REEL: 038249 FRAME: 0374

<https://ipagreementform.jhuapl.edu/IPAgreement/IPViewAdmin/352>

4/12/2016