

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3794738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AS A MATTER OF LAW		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
CHARLES P COLEMAN			03/21/2016
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XEROX CORPORATION		
<b>Street Address:</b>	45 GLOVER AVENUE		
<b>Internal Address:</b>	P.O. BOX 4505		
<b>City:</b>	NORWALK		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06856-4505		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	6892317		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(585)423-6059		
<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>			
<b>Phone:</b>	5854234650		
<b>Email:</b>	usa.ogc.docket@xerox.com		
<b>Correspondent Name:</b>	PATENT DOCUMENTATION CENTER/XEROX CORPORATION		
<b>Address Line 1:</b>	100 CLINTON AVENUE SOUTH		
<b>Address Line 2:</b>	XR2-20A		
<b>Address Line 4:</b>	ROCHESTER, NEW YORK 14644		
<b>ATTORNEY DOCKET NUMBER:</b>	98426US01		
<b>NAME OF SUBMITTER:</b>	CATHY WHITNEY		
<b>SIGNATURE:</b>	/Cathy Whitney/		
<b>DATE SIGNED:</b>	03/22/2016		
<b>Total Attachments: 46</b>			
source=US6892317 - Coleman Assignment as a Matter of Law (2016-03-21)#page1.tif			
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source=US6892317 - Coleman Assignment as a Matter of Law (2016-03-21)#page4.tif			

[illegible]

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re the Application of:

Confirmation Number: 7846

Meera SAMPATH et al.

Group Art Unit: 2113

Application No.: 09/464,597

Examiner: S. Baderman

Filed: December 16, 1999

Docket No.: 103244

For: SYSTEM AND METHODS FOR FAILURE PREDICTION DIAGNOSIS AND  
REMEDATION USING DATA ACQUISITION AND FEEDBACK FOR A  
DISTRIBUTED ELECTRONIC SYSTEM

**ASSIGNMENT AS A MATTER OF LAW**

MAIL STOP: ASSIGNMENTS  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Commissioner:

The above-identified application was filed by Xerox Corporation (hereafter referred to as “Xerox”) on December 16, 1999, naming five inventors: Meera SAMPATH, Charles P. COLEMAN, Tracy E. THIERET, Ronald M. ROCKWELL, and Charles B. DUKE (hereafter referred to as the “Inventors”). A declaration and power of attorney was executed by all of the Inventors on December 16-17, 1999 (set forth in Attachment 1).

**I. Assignment Recordal Error**

An assignment by three of the Inventors (i.e., Ms. SAMPATH, Ms. THIERET, and Mr. ROCKWELL) , assigning those Inventors’ interest in the above-identified application to Xerox was recorded on December 16, 1999 at the USPTO (hereinafter referred to as the “Original Assignment”), the recordal of which erroneously identified Mr. COLEMAN and Mr. DUKE as having also signed the Original Assignment.

The error in the recordal of the Original Assignment was brought to Xerox’s attention in November of 2015 and corrected on March 15, 2016 (set forth in Attachment 2). In

addition, a Nunc Pro Tunc assignment, assigning Mr. DUKE's interest in the above-identified application to Xerox was recorded on November 23, 2015 (set forth in Attachment 3).

Requests of Mr. COLEMAN to execute a Nunc Pro Tunc assignment similar to Mr. DUKE were unanswered. Consequently, this ASSIGNMENT is submitted to establish the assignment of Mr. COLEMAN's interest in the above-referenced patent to Xerox as a matter of law.

## **II. Xerox's Routine Business Practice**

Mr. Coleman was an employee of Xerox between June of 1996 and December of 2000, with employee number ending in "692" as evidenced by the redacted employee information listing set forth in Attachment 4.

Xerox policy, at the time Mr. COLEMAN was employed by Xerox, provided that "each person who accepts a job offer is required, as a condition of employment, to sign the 'Employee Proprietary Information and Conflict of Interest Agreement' no later than the first day of work (see Exhibit B)" (see page 1 of redacted Xerox Personnel Manual (PM) 203.3, effective April 22, 1996, set forth in Attachment 5). The Employee Proprietary Information and Conflict of Interest Agreement ("PICIA") referred to on page 1 of Attachment 5 is set forth on page 8 of Attachment 5. Further, Xerox policy, at the time Mr. COLEMAN terminated employment with Xerox, required employee records to be retained prior to their destruction for seven years following termination (see page 4 and page 7 of redacted Xerox Human Resource (HR) Manual 301.1, set forth in Attachment 6).

Accordingly, Xerox policy, as set forth in Attachment 5 and Attachment 6, required that a PICIA be executed by Mr. COLEMAN no later than his first day of work and then retained for seven years following termination of employment prior to destruction. Consequently, Xerox is unable to locate a PICIA executed by Mr. COLEMAN. Examples of PICIA's of current Xerox employees executed during the calendar year of Mr. COLEMAN's

employment start date (redacted to protect personally identifiable information), and containing assignment terms identical to those required by Xerox Policy, are set forth in Attachment 7 (executed in January of 1996, preceding Mr. COLEMAN's start date) and Attachment 8 (executed in November of 1996, following Mr. COLEMAN's start date).

In addition, during the time of Mr. COLEMAN's employment, it was also Xerox's policy as provided in the PICIA to require employees to "notify Xerox of all inventions [] which [the employee] may produce during [his/her] employment with Xerox," and Xerox's routine business practice to use a standardized invention disclosure submission process for employees to submit an invention, which included the completion and submission of an Invention Disclosure form describing in general terms the nature of the invention (hereafter referred to as "Xerox ID").

### **III. Assignment as a Matter of Law**

The PICIA that Mr. COLEMAN was required to execute no later than his first day of work with Xerox, in accordance with Xerox's routine business practice, provides in relevant part that Mr. COLEMAN, "assigns [his] right, title and interest in any patents or patent applications based on [] inventions [produced during his employment] to Xerox". On January 7, 1998, during Mr. COLEMAN's employment with Xerox, the Inventors, including Mr. COLEMAN, executed a Xerox ID for the above-referenced patent application, as evidenced by the redacted first page of Xerox ID 980075 set forth in Attachment 9. The redacted Xerox Docket File Wrapper cover set forth in Attachment 10 links Xerox ID 980075 with the above-referenced patent application.

Pursuant to the evidence provided herein, Xerox is entitled, as a matter of law, to all rights of named co-inventor Mr. Charles P. COLEMAN in the above referenced United States patent application entitled "System and Methods for Failure Prediction Diagnosis and Remediation Using Data Acquisition and Feedback for a Distributed Electronic System,"

filed on December 16, 1999, as Application Number 09/464,597, arising from Xerox ID 980075. Accordingly, Mr. Charles P. COLEMAN assigned and/or transferred, as a matter of law, the entire and exclusive right, title and interest in the above referenced United States patent application to Xerox.

**IV. General**

Should any questions arise regarding this correspondence, all inquiries may be directed to Xerox's authorized representative David Arthur at 585-423-9215.

Respectfully submitted,

/Mario A. Costantino/

James A. Oliff  
Registration No. 27,075

Mario A. Costantino  
Registration No. 33,565

Date: March 21, 2016

**Attachments:**

- Attachment 1: Declaration and Power of Attorney dated December 17, 1999
- Attachment 2: Assignment and Recordal dated December 16, 1999, corrected 3/15/2016
- Attachment 3: Nunc Pro Tunc Assignment of Mr. DUKE dated December 23, 2015
- Attachment 4: Redacted Xerox Employee Information Listing of Mr. COLEMAN
- Attachment 5: Redacted Xerox Personnel Manual (PM) 203.3
- Attachment 6: Redacted Xerox Human Resource (HR) Manual 301.1
- Attachment 7: Redacted example PICIA executed in January of 1996
- Attachment 8: Redacted example PICIA executed in November of 1996
- Attachment 9: Redacted First Page of Xerox Corporation Invention Disclosure
- Attachment 10: Redacted Cover of Xerox Docket File Wrapper

**OLIFF & BERRIDGE, PLC**  
**277 South Washington Street**  
**Suite 500**  
**Alexandria, Virginia 22314**  
**Telephone: (703) 836-6400**

**Attachment 1**

APPLICATION FOR UNITED STATES PATENT  
DECLARATION AND POWER OF ATTORNEY

Docket No.: 103244

As a below named inventor, I hereby declare that:  
My residence, post office address and citizenship are as stated below next to my name; that  
I verily believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint  
inventor (if plural inventors are named below) of the subject matter which is claimed and for which a patent is sought on the  
invention entitled:  
SYSTEMS AND METHODS FOR FAILURE PREDICTION, DIAGNOSIS AND REMEDIATION USING DATA  
ACQUISITION AND FEEDBACK FOR A DISTRIBUTED ELECTRONIC SYSTEM

described and claimed in the specification:

**Check one**

- \*a. ☒ attached hereto.  
b. ☐ filed on \_\_\_\_\_ as Application No. \_\_\_\_\_ and amended on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims,  
as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in  
Title 37, Code of Federal Regulations, §1.56. Under Title 35, U.S. Code §119, the priority benefits of the following foreign  
application(s) and/or United States provisional application(s) filed by me or my legal representatives or assigns within one year  
prior to this application are hereby claimed:  
NONE.

The following application(s) for patent or inventor's certificate on this invention were filed in countries foreign to the  
United States of America either (a) more than one year prior to this application, or (b) before the filing date of the above-named  
foreign priority application(s) and/or United States provisional application(s):  
NONE.

I hereby appoint the following as my attorneys of record with full power of substitution and revocation to prosecute this  
application and to transact all business in the Patent Office:

James A. Oliff, Reg. No. 27,075; William P. Berridge, Reg. No. 30,024;  
Kirk M. Hudson, Reg. No. 27,562; Thomas J. Pardini, Reg. No. 30,411;  
Edward P. Walker, Reg. No. 31,450; Robert A. Miller, Registration No. 32,771;  
Mario A. Costantino, Registration No. 33,565; Caroline D. Dennison, Registration No. 34,494;  
and John Beck, Reg. No. 22,833.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD BE SENT TO OLIFF &  
BERRIDGE, PLC, P.O. BOX 19928, ALEXANDRIA, VIRGINIA 22320, TELEPHONE (703) 836-6400.**

I hereby declare that I have reviewed and understand the contents of this Declaration, and that all statements made herein  
of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these  
statements were made with the knowledge that willful false statements and the like so made are punishable by fine or  
imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may  
jeopardize the validity of the application or any patent issued thereon.

1 **Typewritten Full Name**  
**of First or Sole Inventor**

Meera		
Given Name	Middle Initial	Family Name

2 **\*\*INVENTOR'S SIGNATURE:**

<i>S. Heers</i>		
-----------------	--	--

3 **\*\*DATE OF SIGNATURE:**

Dec	16	1999
Month	Day	Year

Residence:	Penfield	New York	USA
	City	State or Province	Country

Citizenship:	India
Post Office Address:	
(Insert complete	26 Oakbriar Court
mailing address,	
including country)	Penfield, NY 14526 USA

\*This form may be executed only when attached to the specification (including claims) at the end thereof if Box a. is  
checked.

\*\*Note to Inventor: Please sign name exactly as it appears above and insert actual date of signing.

IF THERE IS MORE THAN ONE INVENTOR USE PAGE 2 AND PLACE AN "X" HERE ☒



Page 2 OF U.S.A. DECLARATION FORM  
(Discard this page in a sole inventor application)

1	<i>Typewritten Full Name of Second Joint Inventor (if any)</i>		
	Charles	F	COLEMAN
	Given Name	Middle Initial	Family Name
2	**INVENTOR'S SIGNATURE: <u>[Signature]</u> <u>12/17/1</u>		
3	**DATE OF SIGNATURE: <u>12</u> <u>17</u> <u>1999</u>		
	Month	Day	Year
Residence:		Rochester	New York USA
	City	State or Province	Country
Citizenship:		United States	
Post Office Address:		(Insert complete mailing address, including country)	
	159 Saint Stanislaw Street Rochester, NY 14621 USA		
1	<i>Typewritten Full Name of Third Joint Inventor (if any)</i>		
	Tracy	E.	THIERET
	Given Name	Middle Initial	Family Name
2	**INVENTOR'S SIGNATURE: <u>[Signature]</u>		
3	**DATE OF SIGNATURE: <u>December</u> <u>16</u> <u>1999</u>		
	Month	Day	Year
Residence:		Webster	New York USA
	City	State or Province	Country
Citizenship:		United States	
Post Office Address:		(Insert complete mailing address, including country)	
	602 Shady Glen Circle Webster, NY 14580 USA		
1	<i>Typewritten Full Name of Fourth Joint Inventor (if any)</i>		
	Ronald	M.	ROCKWELL
	Given Name	Middle Initial	Family Name
2	**INVENTOR'S SIGNATURE: <u>[Signature]</u>		
3	**DATE OF SIGNATURE: <u>Dec</u> <u>16</u> <u>1999</u>		
	Month	Day	Year
Residence:		Rochester	New York USA
	City	State or Province	Country
Citizenship:		United States	
Post Office Address:		(Insert complete mailing address, including country)	
	67 Wilmer Street Rochester, NY 14607 USA		
1	<i>Typewritten Full Name of Fifth Joint Inventor (if any)</i>		
	Charles	B.	DUKE
	Given Name	Middle Initial	Family Name
2	**INVENTOR'S SIGNATURE: <u>[Signature]</u>		
3	**DATE OF SIGNATURE: <u>December</u> <u>17</u> <u>1999</u>		
	Month	Day	Year
Residence:		Webster	New York USA
	City	State or Province	Country
Citizenship:		United States	
Post Office Address:		(Insert complete mailing address, including country)	
	1168 Hidden Valley Trail Webster, NY 14580 USA		

\*\*Note to Inventors: Please sign name exactly as it appears and insert the actual date of signing.  
This form may be executed only when attached to the first page of the Declaration and Power of Attorney form and the specification (including claims) of the application to which it pertains.

**Attachment 2**



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### PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the NAME OF CONVEYING PARTY(IES): REMOVE CHARLES P. COLEMAN AND CHARLES B. DUKE previously recorded on Reel 010474 Frame 0075. Assignor (s) hereby confirms the ORIGINAL ASSIGNMENT WAS EXECUTED BY MEERA SAMPATH, TRACY E. THIERET, RONALD M ROCKWELL.												
<b>CONVEYING PARTY DATA</b>													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Meera Sampath</td> <td>12/16/1999</td> </tr> <tr> <td>TRACY EUGENE THIERET</td> <td>12/16/1999</td> </tr> <tr> <td>RONALD MOORE ROCKWELL</td> <td>12/16/1999</td> </tr> </tbody> </table>		Name	Execution Date	Meera Sampath	12/16/1999	TRACY EUGENE THIERET	12/16/1999	RONALD MOORE ROCKWELL	12/16/1999				
Name	Execution Date												
Meera Sampath	12/16/1999												
TRACY EUGENE THIERET	12/16/1999												
RONALD MOORE ROCKWELL	12/16/1999												
<b>RECEIVING PARTY DATA</b>													
<table border="1"> <tr> <td>Name:</td> <td>XEROX CORPORATION</td> </tr> <tr> <td>Street Address:</td> <td>45 Glover Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>P.O. Box 4505</td> </tr> <tr> <td>City:</td> <td>Norwalk</td> </tr> <tr> <td>State/Country:</td> <td>Connecticut</td> </tr> <tr> <td>Postal Code:</td> <td>06856-4505</td> </tr> </table>		Name:	XEROX CORPORATION	Street Address:	45 Glover Avenue	Internal Address:	P.O. Box 4505	City:	Norwalk	State/Country:	Connecticut	Postal Code:	06856-4505
Name:	XEROX CORPORATION												
Street Address:	45 Glover Avenue												
Internal Address:	P.O. Box 4505												
City:	Norwalk												
State/Country:	Connecticut												
Postal Code:	06856-4505												
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Property Type	Number												

<https://epas.uspto.gov/com/receipt.jsp?iname=S8EU70AGEYEO-16876>

3/15/2016

Application Number:	09464597
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(385)423-0059
Phone:	585-423-4050
Email:	us8-aga.doc@uspto.gov
<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>	
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ATTORNEY DOCKET NUMBER:	08426US01
NAME OF SUBMITTER:	GAIL M. MCMILLAN
Signature:	/Gail M. McMillan/
Date:	03/15/2016
Total Attachments: 4 source=08426US01_Incorrect_Record#page1.tif source=08426US01_Incorrect_Record#page2.tif source=08426US01_Incorrect_Record#page3.tif source=08426US01_Incorrect_Record#page4.tif	
<b>RECEIPT INFORMATION</b>	
EPAS ID:	PAT1581643
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**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MARCH 27, 2000

OLIFF & BERRIDGE, PLC  
JAMES A. OLIFF  
P.O. BOX 19928  
ALEXANDRIA, VA 22320

PTAS

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APR 28 2000



\*101241464A\*

MAR 29 PATENT DEPARTMENT

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/16/1999

REEL/FRAME: 010474/0075  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SAMPATH, MEERA

DOC DATE: 12/16/1999

ASSIGNOR:

COLEMAN, CHARLES P.

DOC DATE: 12/16/1999

ASSIGNOR:

THIERET, TRACY E.

DOC DATE: 12/16/1999

ASSIGNOR:

ROCKWELL, RONALD M.

DOC DATE: 12/16/1999

ASSIGNOR:

DUKE, CHARLES B.

DOC DATE: 12/16/1999

ASSIGNEE:

XEROX CORPORATION  
800 LONG RIDGE ROADS  
P.O. BOX 1600  
STAMFORD, CONNECTICUT 06904-1600

010474/0075 PAGE 2

SERIAL NUMBER: 09464597  
PATENT NUMBER:

FILING DATE: 12/16/1999  
ISSUE DATE:

SHAREILL COLES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

01-10-2000



101241464

Assistant Commissioner for Patents  
Box Assignments  
Washington, D.C. 20231

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket No. 103244

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. A. Name of conveying party(ies):

Meera SAMPATH  
Charles P. COLEMAN  
Tracy E. THIERET  
Ronald M. ROCKWELL  
Charles B. DUKE

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

2. A. Name and address of receiving party(ies):

XEROX CORPORATION  
800 Long Ridge Road  
P.O. Box 1600  
Stamford, Connecticut 06904-1600

B. Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

3. A. Nature of conveyance:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other \_\_\_\_\_
B. Execution Date: December 16, 1999

4. A. If this document is being filed together with a new application, the execution date of the application is:  
December 16, 1999.

B. Patent Application No.(s) \_\_\_\_\_

C. Patent No.(s) \_\_\_\_\_

D. Additional numbers attached? ☐ Yes ☐ No

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

James A. Oliff  
OLIFF & BERRIDGE, PLC  
P.O. Box 19928  
Alexandria, VA 22320

6. Total number of applications and patents involved:

1.

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

Charge to Deposit Account No. 24-0037

A duplicate copy of this page is attached.

8. Credit any overpayment or charge any underpayment to deposit account number 24-0037.

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James A. Oliff, Registration No. 27,075  
Jason H. Vick, Registration No. 45,285

Date: December 16, 1999

01/07/2000 DMGUYEN 00000274 240037 09464597

01 FC:581

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Total number of pages: 2

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REEL: 010474 FRAME: 0075

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**Attachment 3**

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<b>EFFECTIVE DATE:</b>	12/16/1999
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CHARLES E DUKE	11/23/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	XEROX CORPORATION
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<b>Internal Address:</b>	P.O. Box 4505
<b>City:</b>	Norwalk
<b>State/Country:</b>	Connecticut
<b>Postal Code:</b>	06855-4505
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	09464397

<http://epas.uspto.gov/eas/receipt.jsp?frame=3DXH/WKQZCHDVR-7076-R> [11/24/2015 7:59:45 AM]

**CORRESPONDENCE DATA**

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Email: usa.oga.dockets@xerox.com

*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.*

Correspondent Name: PATENT DOCUMENTATION CENTER/XEROX CORP.

Address Line 1: 190 CLINTON AVENUE SOUTH

Address Line 4: ROCHESTER, NEW YORK 14644

**ATTORNEY DOCKET  
NUMBER:**

984261JS01

**NAME OF SUBMITTER:**

GAIL M. MCMILLAN

**Signature:**

/Gail M. McMillan/

**Date:**

11/24/2015

**Total Attachments: 1**

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EPAS ID: PAT3629422

Receipt Date: 11/24/2015

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ASSIGNMENT OF PATENTS  
Nunc Pro Tunc

This Assignment of Patents ("Assignment") is made and entered into *nunc pro tunc* as of the date(s) set forth below, to be effective as of 16 December 1999 by and between:

Charles B. Duke, an individual, residing at/with principal place of business Rochester, NY ("Assignor"); and

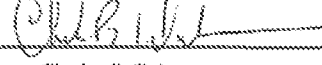
Xerox Corporation, a New York corporation, with a principal place of business at 45 Glover Avenue, P.O. Box 4505, Norwalk, Connecticut 06856-4505 ("Assignee").

WHEREAS, Assignor and Assignee have agreed to cause Assignor to assign and transfer to Assignee all of Assignor's right, title, and interest in and to the patent identified herein.

NOW, THEREFORE, the mutual agreements of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

Assignor does hereby irrevocably assign, sell, transfer, and set over to Assignee, its successors and assigns, its entire right, title, and interest in, to, and under U.S. Patent Number 6892317 (filed on 16 December 1999) including all rights pursuant to 35 U.S.C. § 154, any and all letters patents issuing from continuing, counterparts, divisional, and continuation-in-part applications, substitutions, reissues, extensions, renewals, and reexaminations thereof, any foreign counterparts thereof (collectively, the "Assigned Patents") throughout the world, including any and all causes of action, and rights to damages and profits, due or accrued, relating to the foregoing, including the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilutions. The assignment of the Assigned Patents includes all documents related to the conception, diligence, and reduction to practice of the inventions disclosed therein and all domestic and international patent filing documents.

IN WITNESS WHEREOF, this Assignment of Patents is executed on the date set forth below:

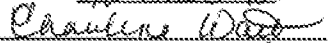
  
Name: Charles B. Duke  
Date: 11/23/2015

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Charles B. Duke to the above Assignment of Patents Nunc Pro Tunc and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Charles B. Duke is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 11/23/15, 2015 to execute the above Assignment of Patents Nunc Pro Tunc.
3. Charles B. Duke subscribed to the above Assignment of Patents Nunc Pro Tunc.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on November 23, 2015  
  
Print Name: CHARLENE WATT

**Attachment 4**



**Attachment 5**

XEROX

## Personnel Manual

SUBJECT  
SOURCING

NUMBER	PM 203.3
EFFECTIVE DATE	April 22, 1996
SUPERSEDES	PM 203.3
DATED	November 30, 1994
PAGE	1 of 8

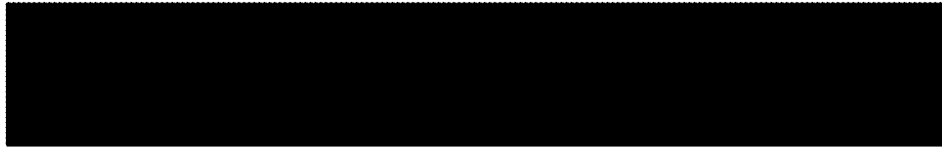
● EXTERNAL RECRUITING

### SUMMARY

Establishes the practices to recruit external applicants for job vacancies.

#### STANDARD PRACTICE

##### I. XEROX PROPRIETARY INFORMATION

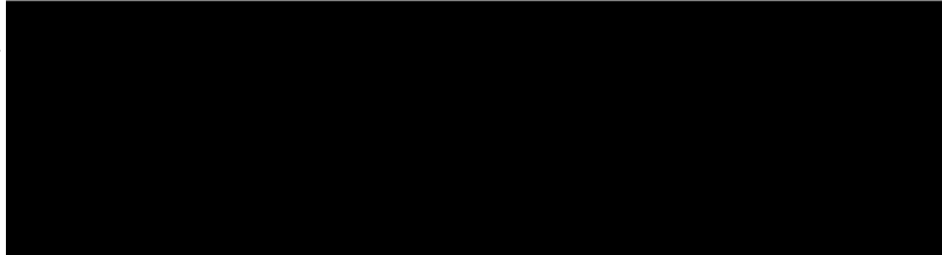


Each person who accepts a job offer is required, as a condition of employment, to sign the "Employee Proprietary Information and Conflict of Interest Agreement" no later than the first day of work (see Exhibit B).

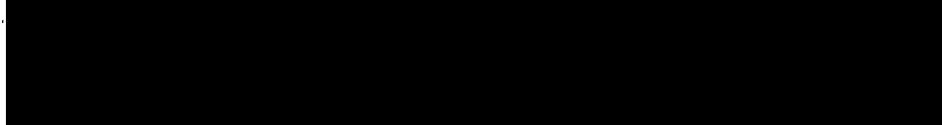
II.



III.



IV.





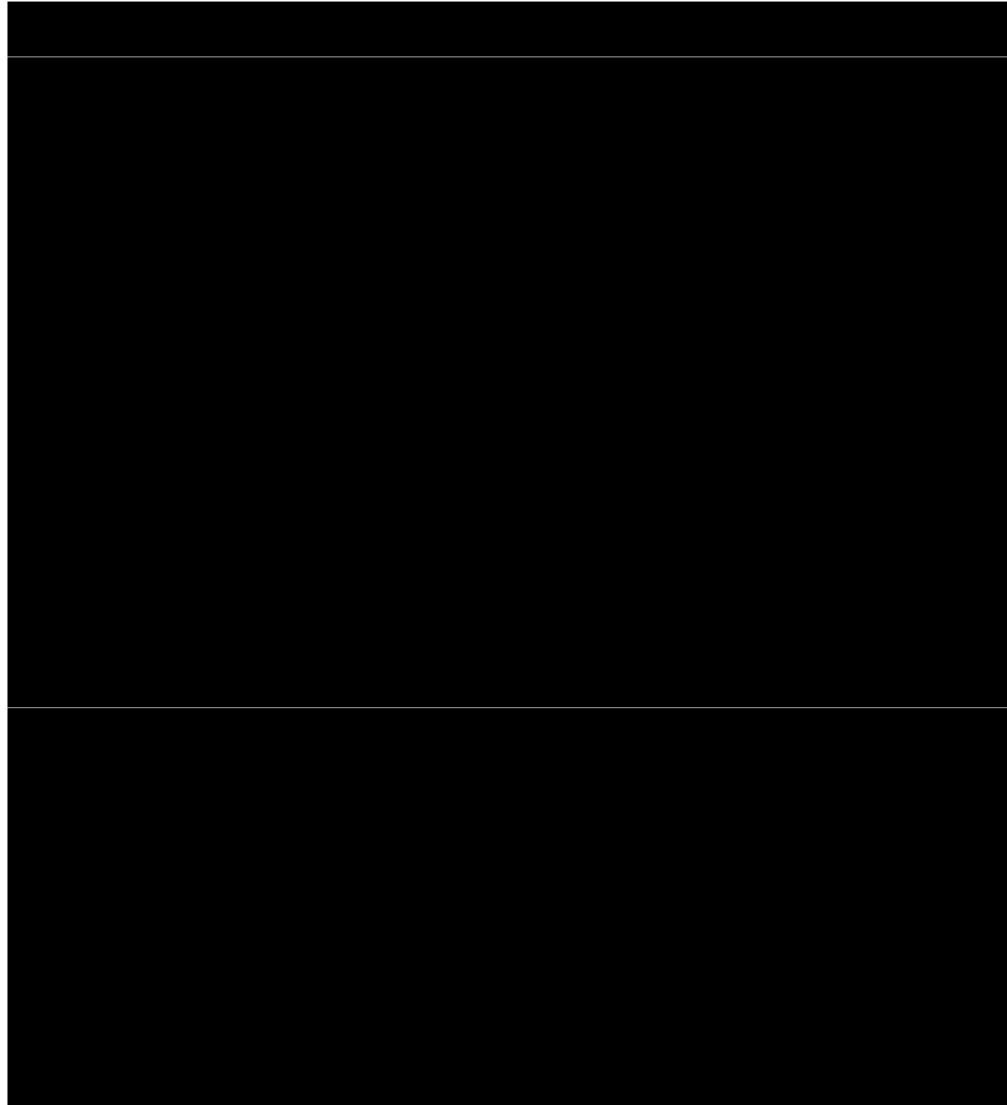
**XEROX**

**Personnel Manual**

**SUBJECT**  
**SOURCING**

**NUMBER** PM 203.3  
**EFFECTIVE DATE** April 22, 1996  
**SUPERSEDES** PM 203.3  
**DATED** November 30, 1994  
**PAGE** 2 of 8

● **EXTERNAL RECRUITING**



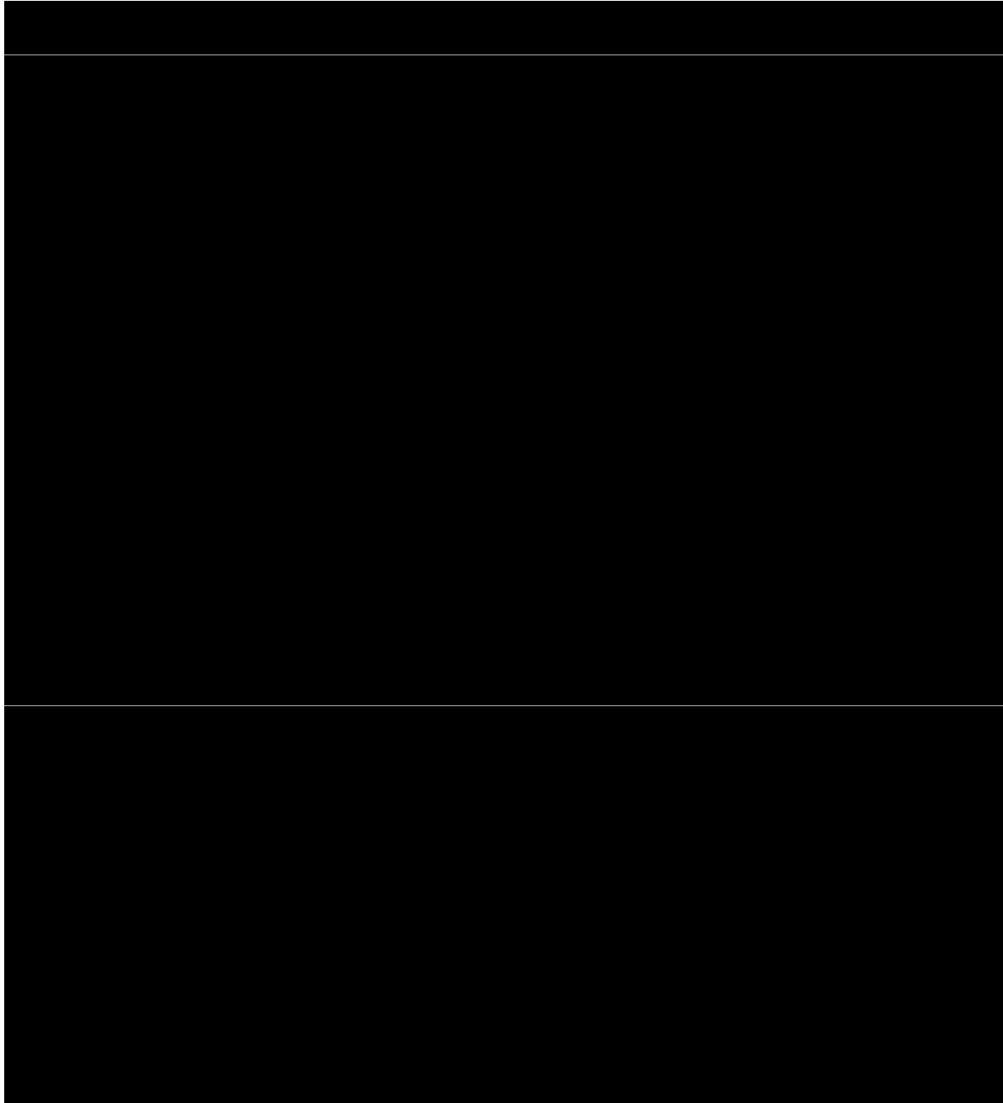
XEROX

## Personnel Manual

SUBJECT  
SOURCING

NUMBER	PM 203.3
EFFECTIVE DATE	April 22, 1996
SUPERSEDES	PM 203.3
DATED	November 30, 1994
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- EXTERNAL RECRUITING
- 



**XEROX**

**Personnel Manual**

SUBJECT

NUMBER

PM 203.3

SOURCING

EFFECTIVE DATE

April 22, 1996

SUPERSEDES

PM 203.3

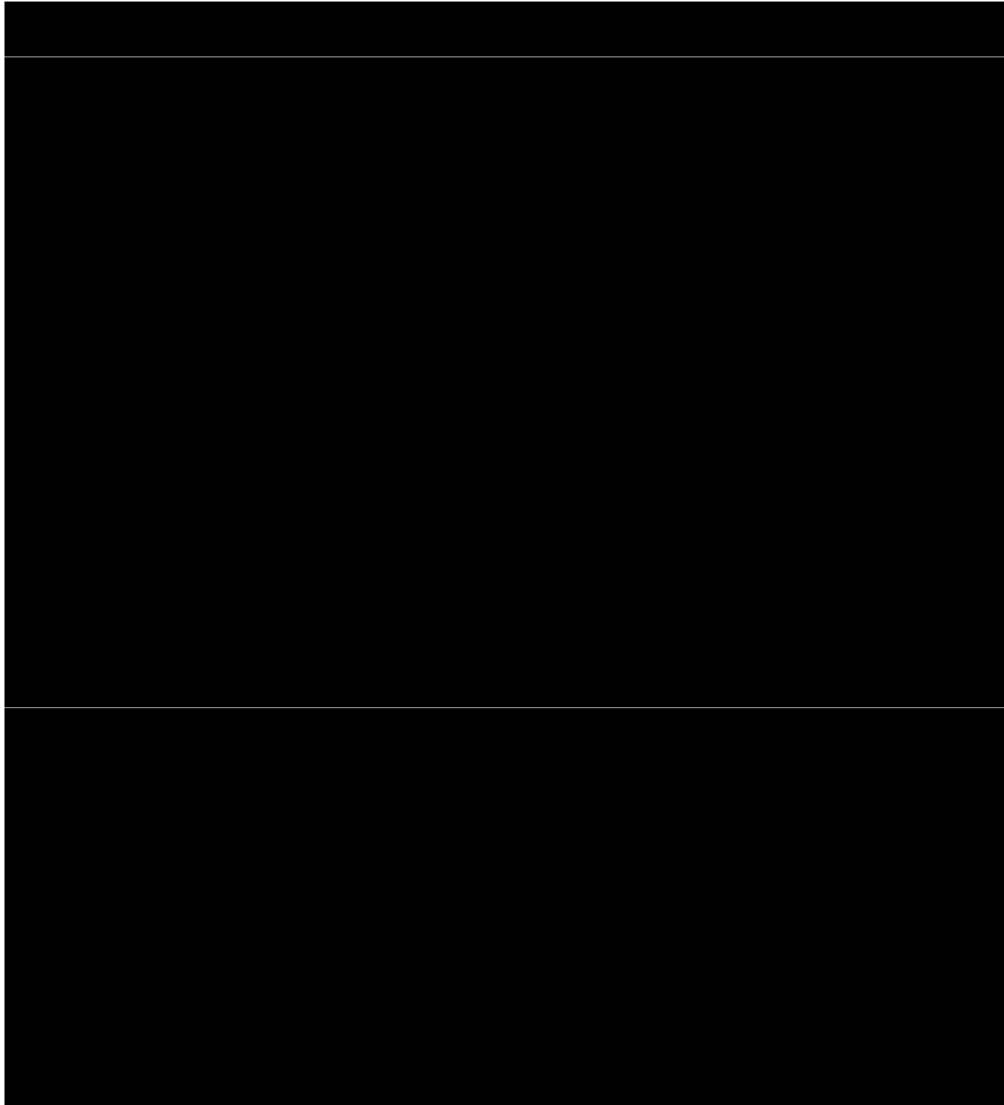
DATED

November 30, 1994

PAGE

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• EXTERNAL RECRUITING



**XEROX**

**Personnel Manual**

SUBJECT

NUMBER

PM 203.3

SOURCING

EFFECTIVE DATE

April 22, 1996

SUPERSEDES

PM 203.3

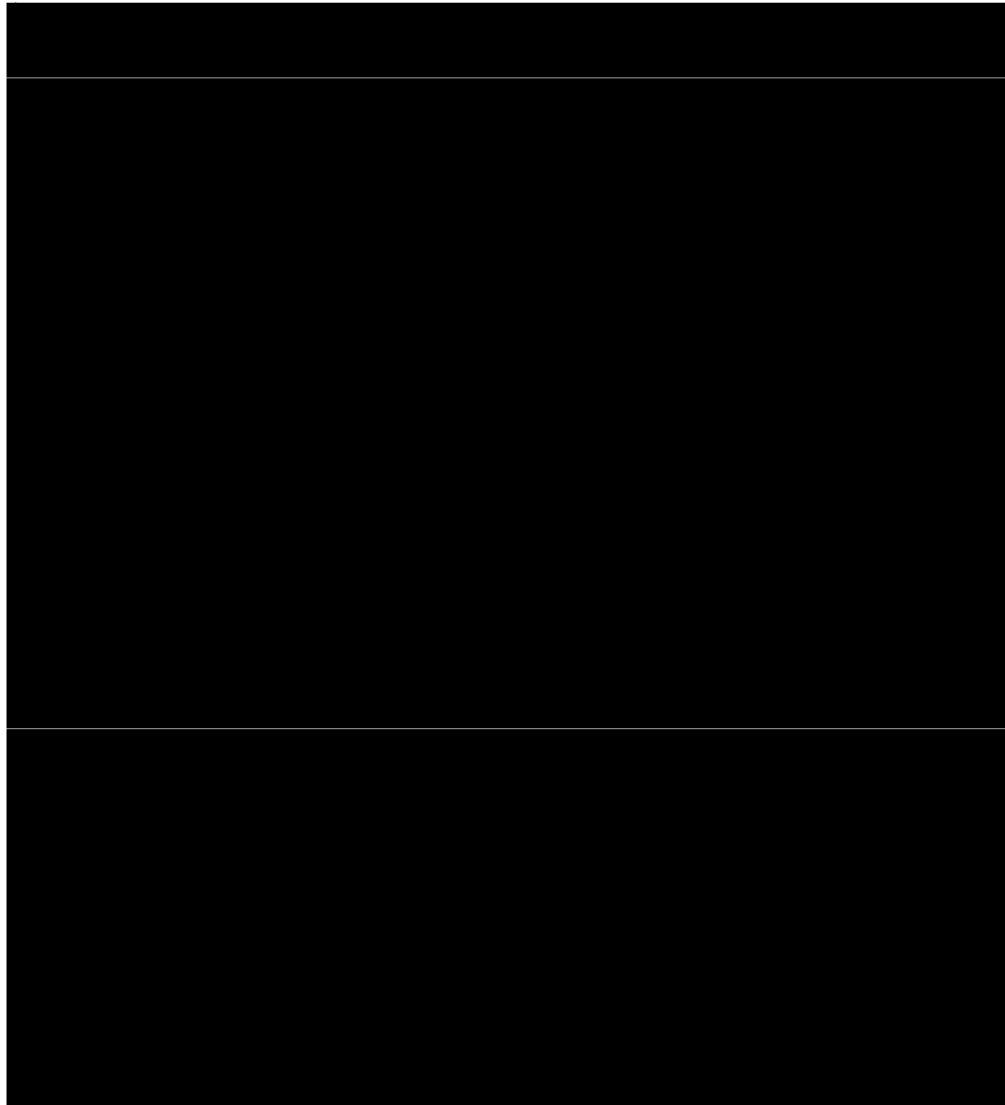
DATED

November 30, 1994

PAGE

5 of 8

● EXTERNAL RECRUITING



**XEROX**

**Personnel Manual**

SUBJECT

NUMBER

PM 203.3

SOURCING

EFFECTIVE DATE

April 22, 1996

SUPERSEDES

PM 203.3

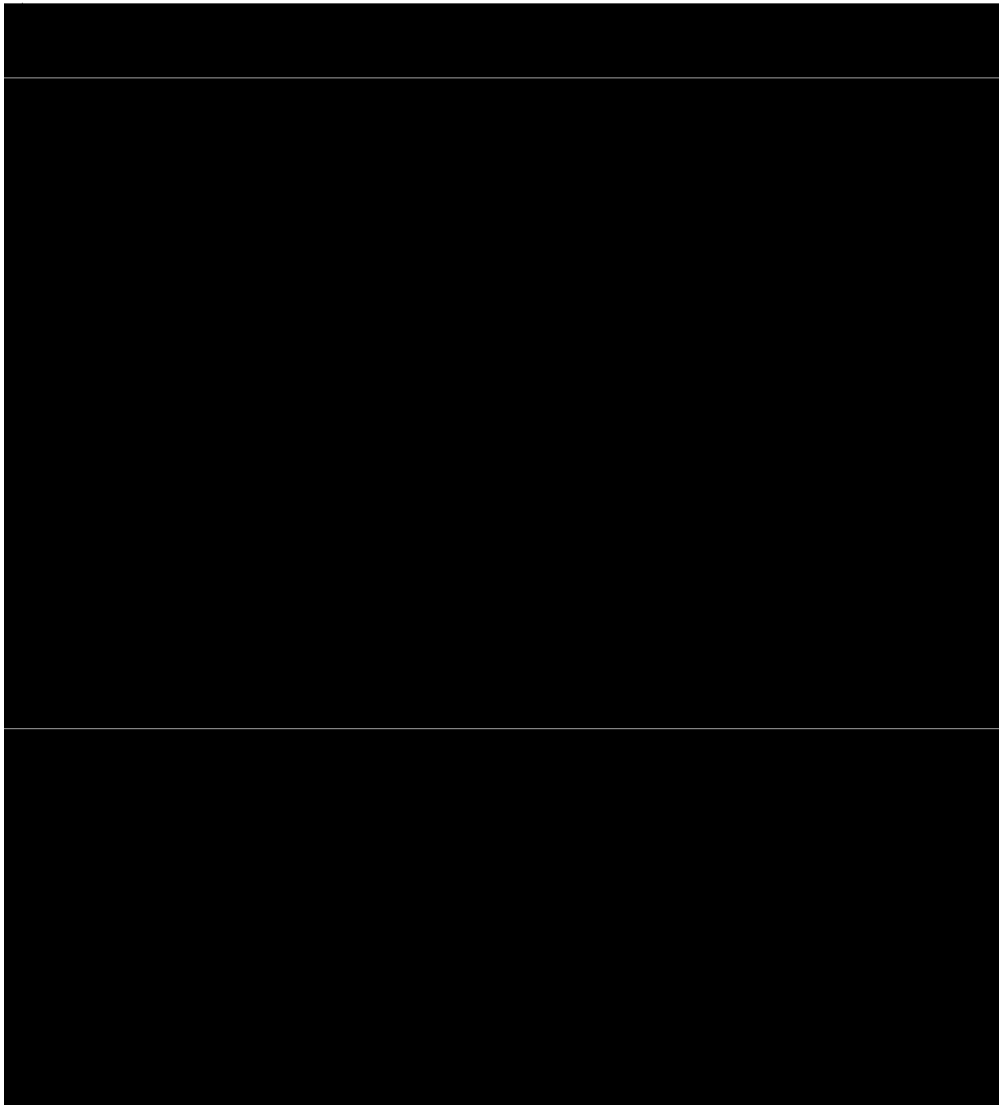
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November 30, 1994

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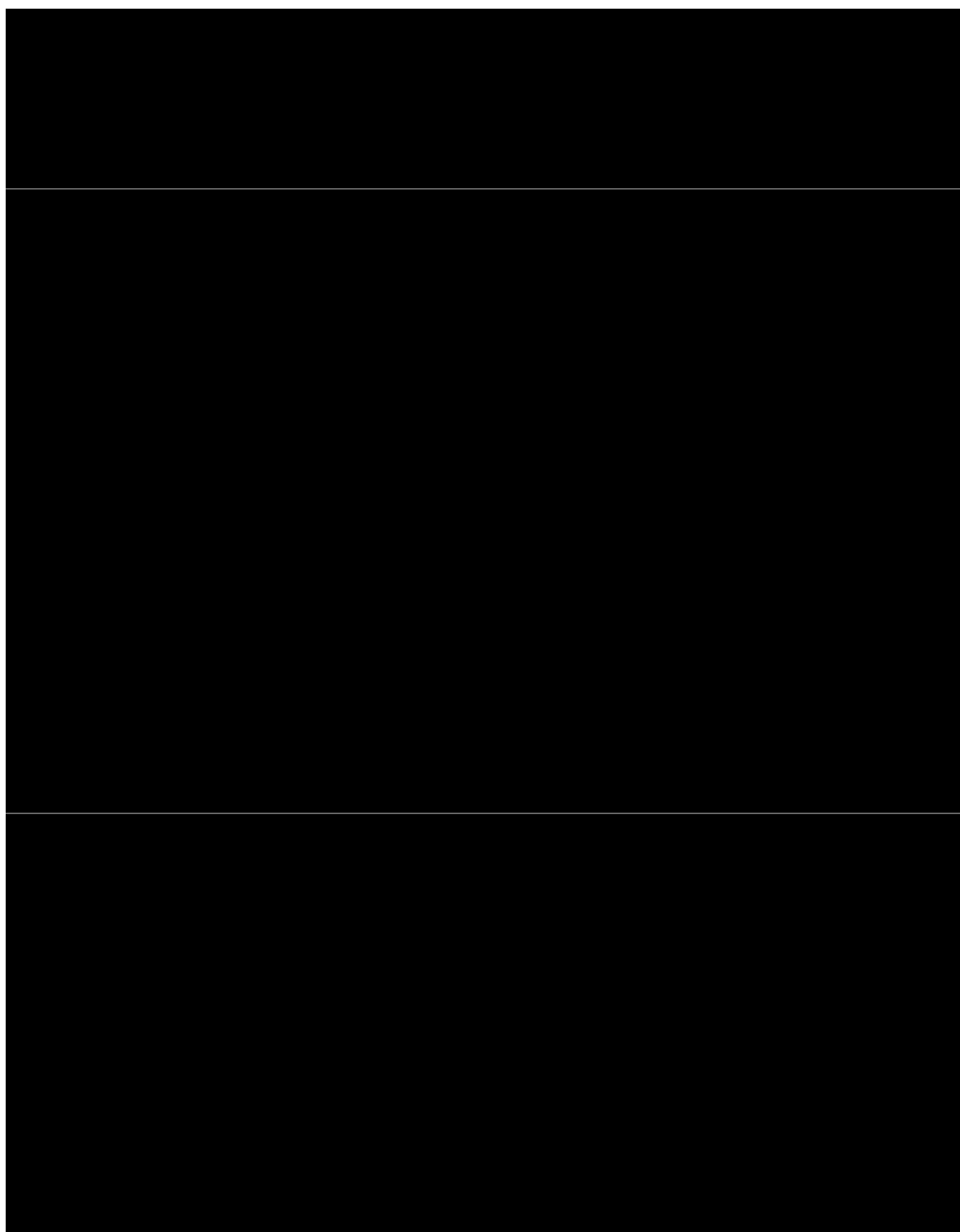
6 of 8

• EXTERNAL RECRUITING



APPLICANT DISCLOSURE AGREEMENT

XEROX



## Proprietary Information And Conflict Of Interest Agreement

In consideration of my employment by Xerox Corporation, I agree that:

- (A) While employed by Xerox, I will not work independently in, nor will I work for or advise any person(s) engaged in, similar business or research as performed by Xerox.
- (B) During and after my employment with Xerox, I will promptly notify Xerox of all inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, which I may produce during my employment with Xerox, and I assign my right, title, and interest to Xerox in such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments.

I also assign my right, title and interest in any patents or patent applications based on such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments to Xerox, and will assist (at no personal financial expense) in obtaining and maintaining any patents for the benefit of Xerox.

However, I am not obligated to assign any inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, and applicable patents or patent applications to Xerox, which in the judgment of Xerox are unrelated to the actual or potential business or research efforts of Xerox.

- (C) During and after my employment with Xerox, I will neither disclose nor assist in the unauthorized disclosure of Xerox confidential or proprietary information (which includes, but is not limited to, trade secrets, formulas, customer data, strategies, methods, processes, machines, inventions, discoveries, computer programs and systems, works of authorship, improvements, and other developments), nor will I use such information except as required by Xerox.

I will not use or disclose or assist in the disclosure of confidential or proprietary information of my prior employer(s) to Xerox.

- (D) I understand that, unless I receive written consent from Xerox, my obligations under this Agreement may not be modified, released, or terminated.

- (E) I am not a party to any agreements which in any way conflict with the foregoing provisions, nor do I own or have an interest in a patent application or unpatented invention.\*

- (F) I am not now a promoter, director, employee, officer or consultant of a for-profit organization, and I understand that the prior written consent of Xerox is required before I may accept any future positions of this nature.\*

- (G) I will advise my immediate manager of any matter which appears to present a conflict of interest with Xerox and I will promptly comply with the action requested by Xerox to resolve conflicts should they exist.

- (H) This agreement supersedes all prior proprietary information and conflict of interest agreements with Xerox.

\*Subject to Xerox' approval, list here any agreements, activities, and positions that you wish to exclude from the provisions of paragraphs E and F.

Employee :

Manager :

Date :

**Attachment 6**



**THE DOCUMENT COMPANY**

**XEROX**

## **Human Resources Manual**

**SUBJECT**

**PRIVACY AND EMPLOYEE RECORDS**

• **EMPLOYEE RECORDS**

**NUMBER**

**HR 301.1**

**EFFECTIVE DATE**

**August 1, 1996**

**SUPERSEDES**

**PM 301.1**

**DATED**

**July 1, 1991**

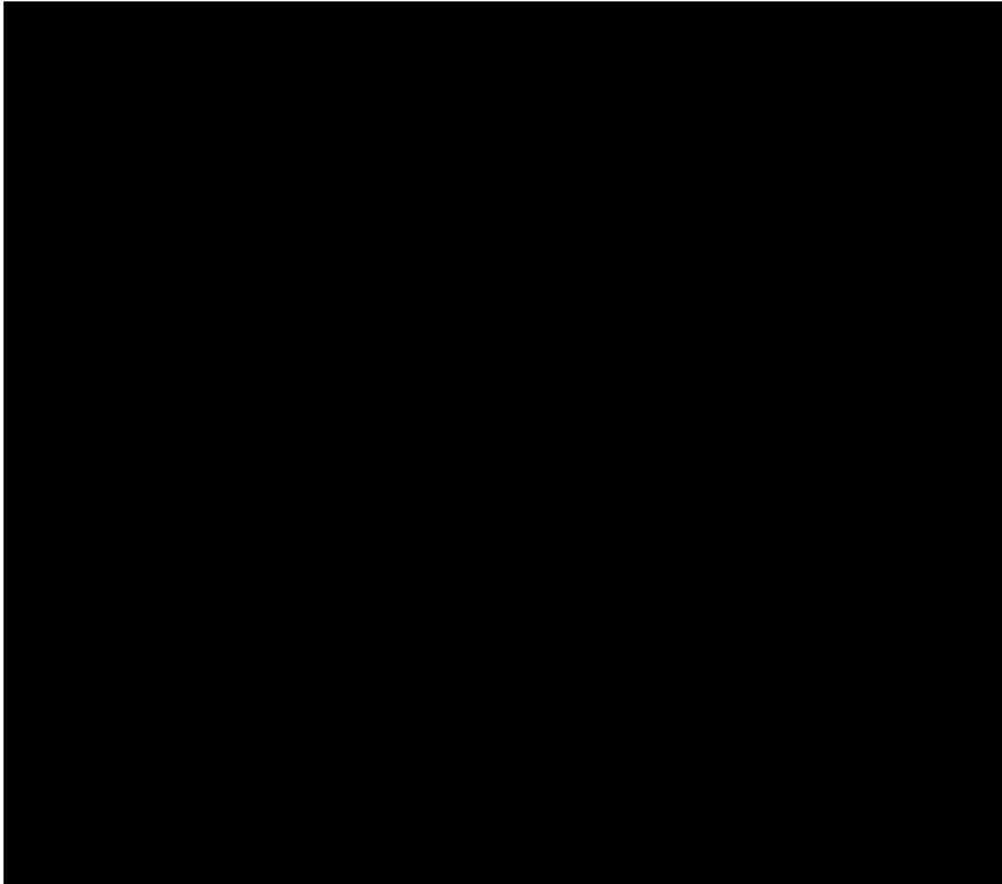
**PAGE**

**1 of 8**

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**SUMMARY**

Establishes the practices for the filing, location and retention of employee records, and for the access and review of these records.



THE DOCUMENT COMPANY

XEROX

SUBJECT

PRIVACY AND EMPLOYEE RECORDS

• EMPLOYEE RECORDS

## Human Resources Manual

NUMBER

HR 301.1

EFFECTIVE DATE

August 1, 1996

SUPERSEDES

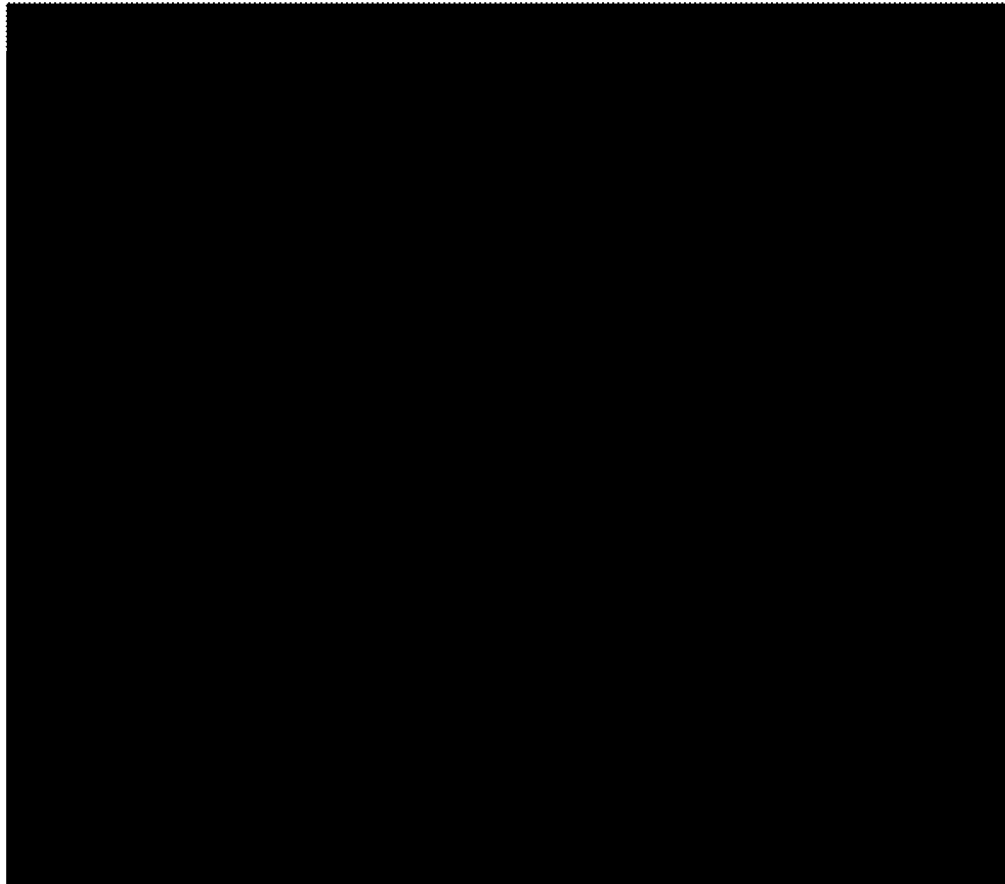
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DATED

July 1, 1991

PAGE

2 of 8



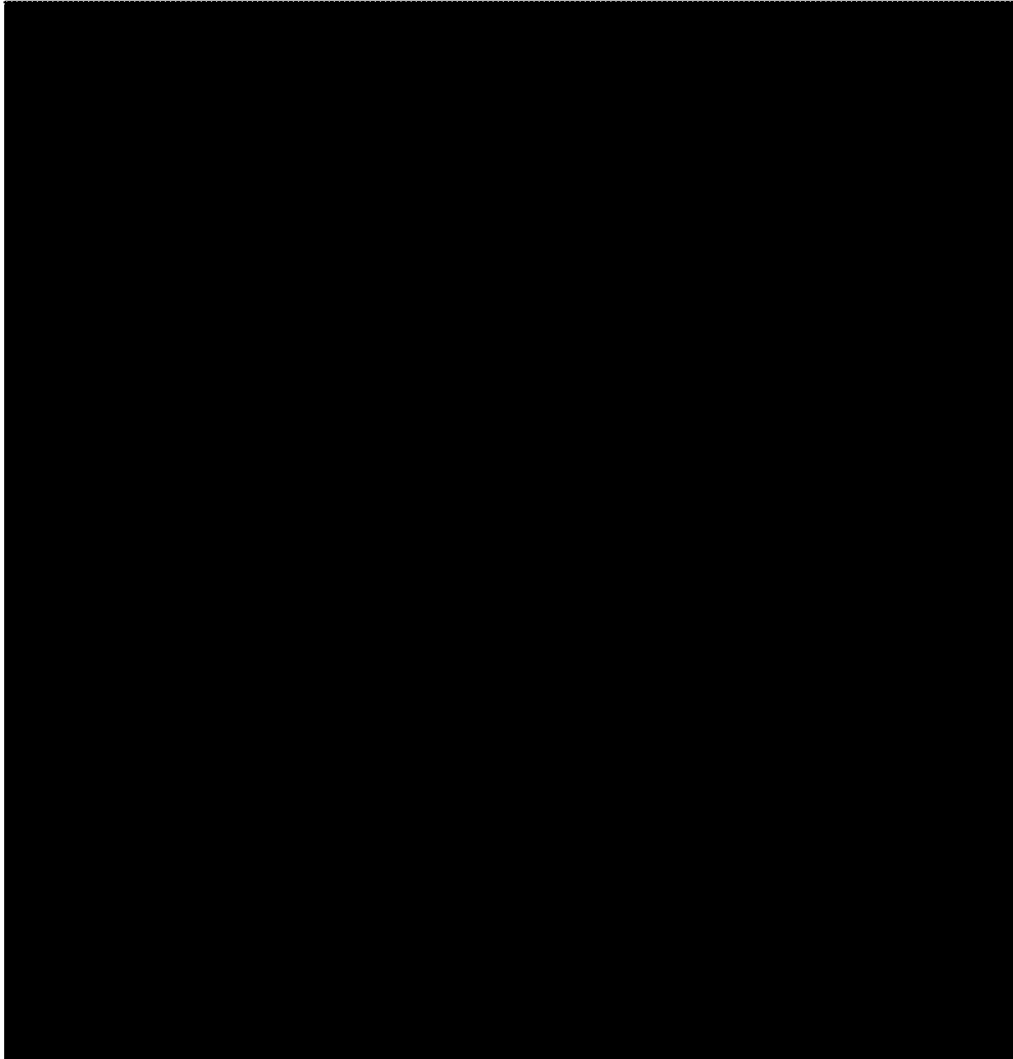
THE DOCUMENT COMPANY  
XEROX

## Human Resources Manual

SUBJECT  
PRIVACY AND EMPLOYEE RECORDS  
• EMPLOYEE RECORDS

NUMBER	HR 301.1
EFFECTIVE DATE	August 1, 1996
SUPERSEDES	PM 301.1
DATED	July 1, 1991
PAGE	3 of 8

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THE DOCUMENT COMPANY

XEROX

SUBJECT

PRIVACY AND EMPLOYEE RECORDS

• EMPLOYEE RECORDS

## Human Resources Manual

NUMBER

HR 301.1

EFFECTIVE DATE

August 1, 1996

SUPERSEDES

PM 301.1

DATED

July 1, 1991

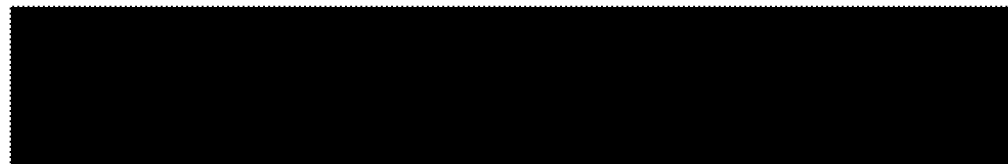
PAGE

4 of 8



### VI. RETENTION AND DESTRUCTION

Retention and destruction of personal information will be in accordance with Corporate Functional Guide policy ADS 002 "Records Management" and the appropriate Corporate Retention Schedule found in the "Records Management Handbook", Form #41226 located in the Xerox Forms Server. See Exhibit B for a sample "Condensed Schedule".



**THE DOCUMENT COMPANY**

**XEROX**

**SUBJECT**

**PRIVACY AND EMPLOYEE RECORDS**

• **EMPLOYEE RECORDS**

## **Human Resources Manual**

**NUMBER**

**HR 301.1**

**EFFECTIVE DATE**

**August 1, 1996**

**SUPERSEDES**

**PM 301.1**

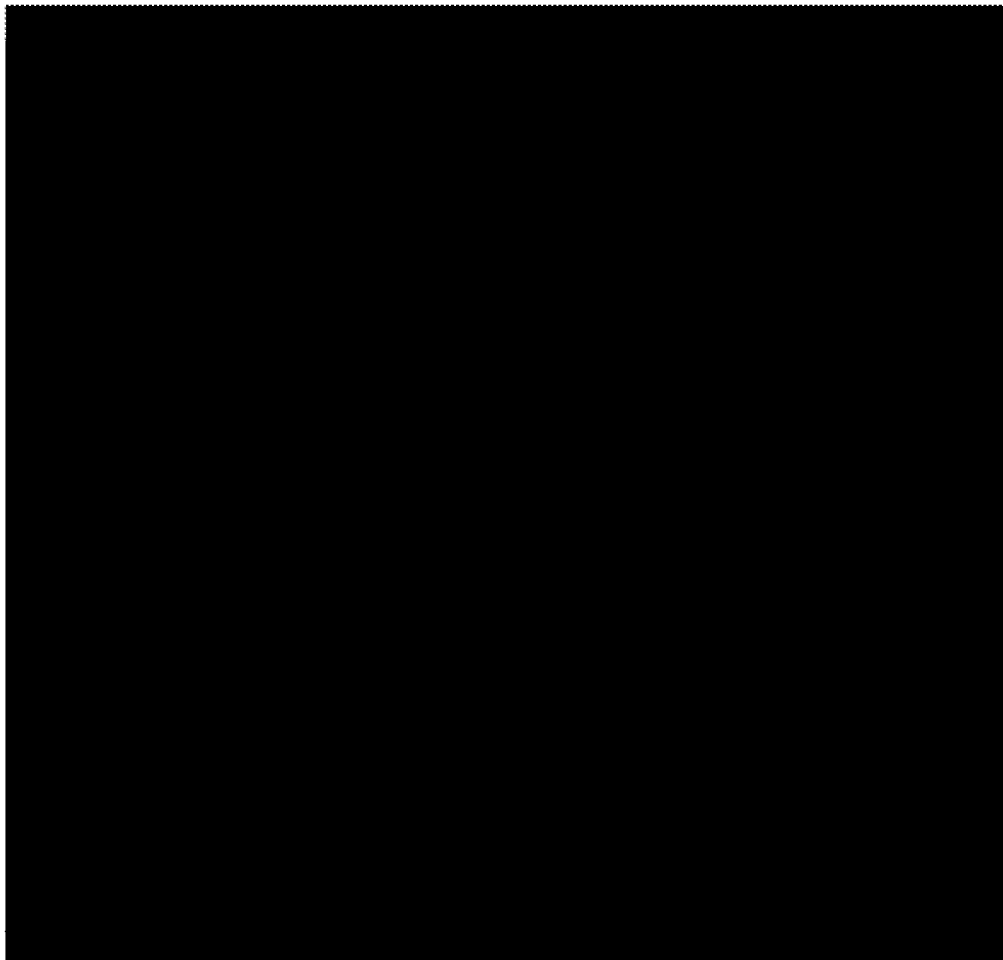
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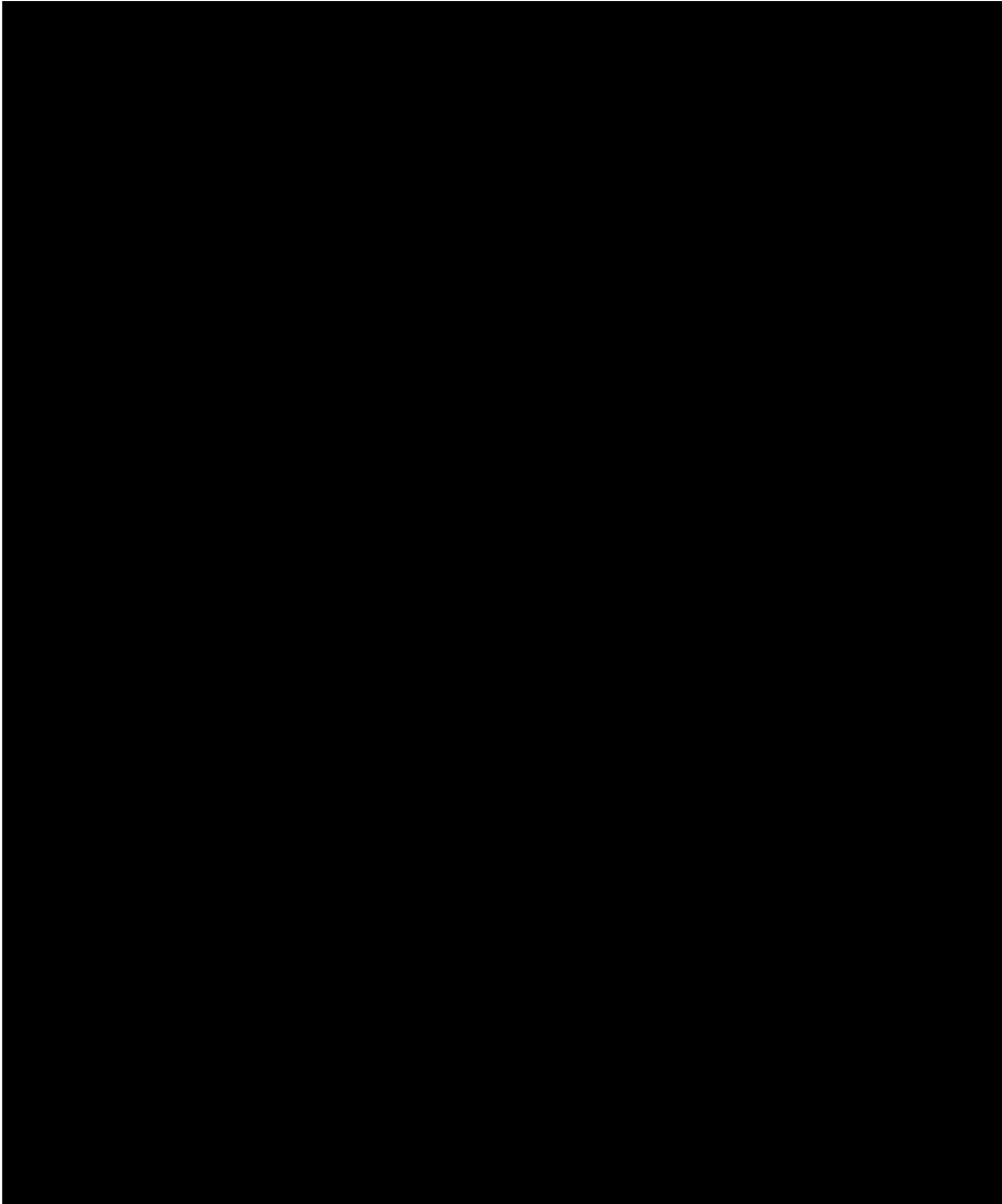
**July 1, 1991**

**PAGE**

**5 of 8**

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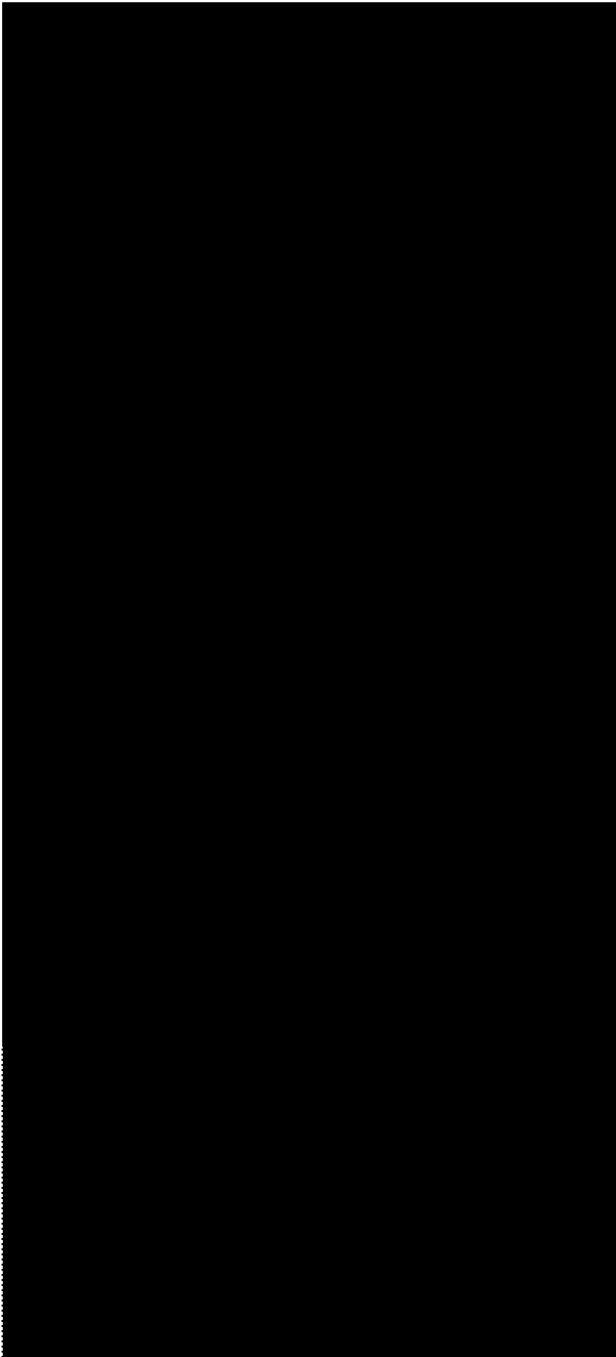


Form 57662 (4/96)

EXHIBIT B  
THE DOCUMENT COMPANY  
XEROX

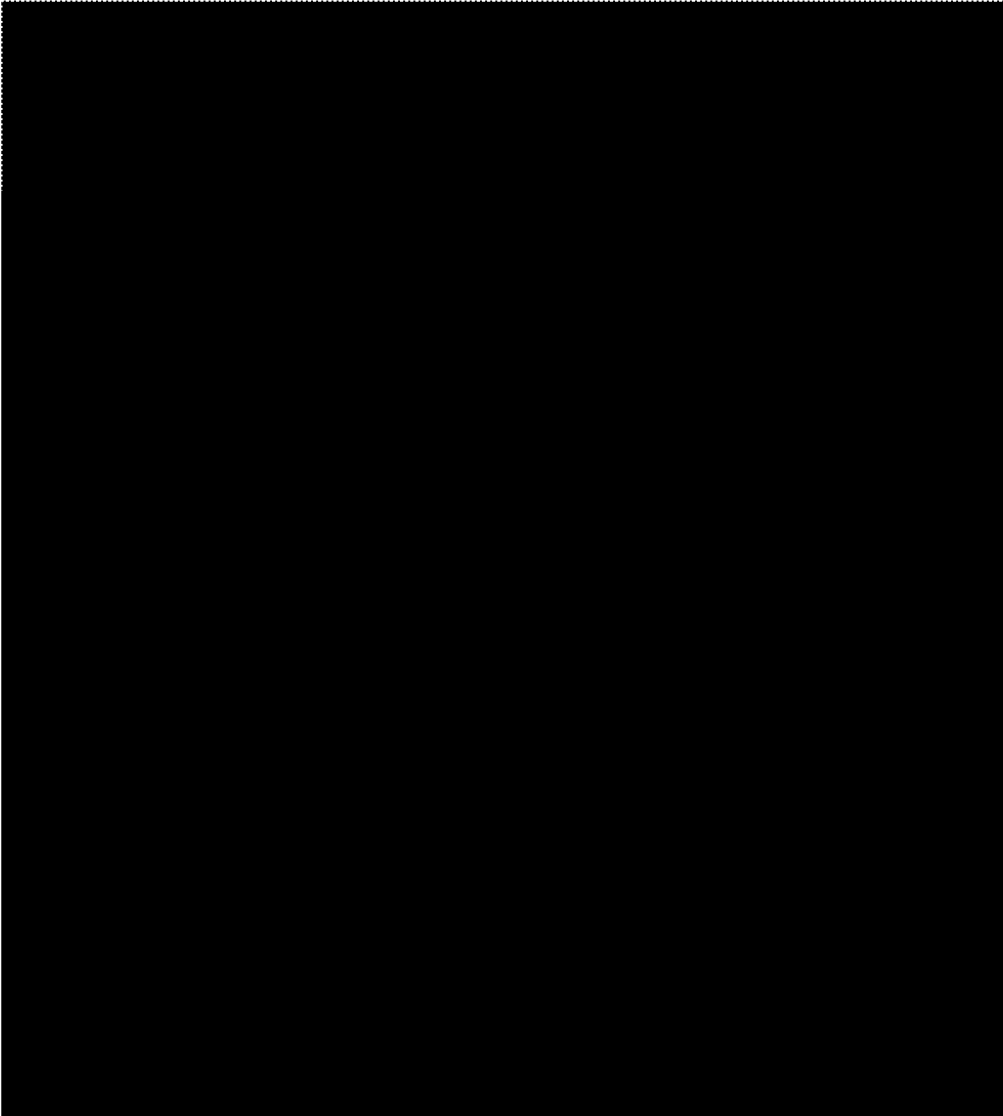
**Records Management Condensed Schedule**

Division/Department		Location		Address (Outside Monroe County)	
<b>Personnel Records</b>		<b>All</b>			
Records Coordinator	Phone Number	Budget Center	All Retention Periods are in Years unless otherwise noted. Retention Codes: A Active AR Annual Review C Current M Months S Supersede T Termination TA Tax Audit W Weeks		
XXXXXX XXXXXXXXXXXXX	8-XXXX-XXXX	XXXX			
Customer Record Title	Record Series Number	Retention Periods		Office of Record	Title on 303 Schedule
		Office	Record Center		
Employee Master Human Resources File	6000	A+1	6	T+7	Human Resources
					UFCS Code
					MM84



**Records Management Condensed Schedule**

THE DOCUMENT COMPANY  
XEROX





**Attachment 7**

## Proprietary Information And Conflict Of Interest Agreement

In consideration of my employment by Xerox Corporation, I agree that:

- (A) While employed by Xerox, I will not work independently in, nor will I work for or advise any person(s) engaged in, similar business or research as performed by Xerox.
- (B) During and after my employment with Xerox, I will promptly notify Xerox of all inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, which I may produce during my employment with Xerox, and I assign my right, title, and interest to Xerox in such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments.

I also assign my right, title and interest in any patents or patent applications based on such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments to Xerox, and will assist (at no personal financial expense) in obtaining and maintaining any patents for the benefit of Xerox.

However, I am not obligated to assign any inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, and applicable patents or patent applications to Xerox, which in the judgment of Xerox are unrelated to the actual or potential business or research efforts of Xerox.

- (C) During and after my employment with Xerox, I will neither disclose nor assist in the unauthorized disclosure of Xerox confidential or proprietary information (which includes, but is not limited to, trade secrets, formulas, customer data, strategies, methods, processes, machines, inventions, discoveries, computer programs and systems, works of authorship, improvements, and other developments), nor will I use such information except as required by Xerox.

I will not use or disclose or assist in the disclosure of confidential or proprietary information of my prior employer(s) to Xerox.

- (D) I understand that, unless I receive written consent from Xerox, my obligations under this Agreement may not be modified, released, or terminated.
- (E) I am not a party to any agreements which in any way conflict with the foregoing provisions, nor do I own or have an interest in a patent application or unpatented invention.\*
- (F) I am not now a promoter, director, employee, officer or consultant of a for-profit organization, and I understand that the prior written consent of Xerox is required before I may accept any future positions of this nature and remain an employee of Xerox.\*
- (G) I will advise my immediate manager of any matter which appears to present a conflict of interest with Xerox and I will promptly comply with the action requested by Xerox to resolve conflicts should they exist.
- (H) This agreement supersedes all prior proprietary information and conflict of interest agreements with Xerox.

\*Subject to Xerox' approval, list here any agreements, activities, and positions that you wish to exclude from the provisions of paragraphs E and F.

Employee:			Date:	August 8, 1996
Manager:			Date:	

Form 55492 (1/90) RSR

\*Note: Order Form 58437 for California and Form 59651 for Illinois

**Attachment 8**

In consideration of my employment by Xerox Corporation, I agree that:

- (A) While employed by Xerox, I will not work independently in, nor will I work for or advise any person(s) engaged in, similar business or research as performed by Xerox.
- (B) During and after my employment at Xerox, I will promptly notify Xerox of all inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments, which I may produce during my employment with Xerox, and I assign my right, title, and interest to Xerox in such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments.

I also assign my right, title and interest in any patents or patent applications based on such inventions, discoveries, computer programs and systems, works of authorship, improvements, and developments to Xerox, and will assist (at no personal financial expense) in obtaining and maintaining any patents for the benefit of Xerox.

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- (F) I am not now a promoter, director, employee, officer or consultant of a for-profit organization, and I understand that the prior written consent of Xerox is required before I may accept any future positions of this nature and remain an employee of Xerox.\*

- (G) I will advise my immediate manager of any matter which appears to present a conflict of interest with Xerox and I will promptly comply with the action requested by Xerox to resolve conflicts should they exist.

- (H) This agreement supersedes all prior proprietary information and conflict of interest agreements with Xerox.

\*Subject to Xerox' approval, list here any agreements, activities, and positions that you wish to exclude from the provisions of paragraphs E and F.

Employee:

Manager:

Date:

1-16-96

\* Note: Order Form 50447 for California and Form 50651 for Illinois

Form 50602 (4/96) Legal

**Attachment 9**

# Xerox Invention Proposal

IF 980075

1	Proposal Submitted By (Please use legal name) <b>Meera Sampath</b> Organization (Unit/Div/Dept/Section) <b>CR&amp;T/WCRT/CDL</b>	
2	Proposal Submitted By (Please use legal name) First First Name, Middle, Last <b>Charles P. Coleman</b> Organization (Unit/Div/Dept/Section) <b>CR&amp;T/WCRT/CDL</b>	Employee No. <b>692</b>
*3	Proposal Submitted By (Please use legal name) <b>Charles B. Duke</b> Organization (Unit/Div/Dept/Section) <b>CR&amp;T/WCRT</b>	
4	Proposal Submitted By (Please use legal name) <b>Ronald M. Rockwell</b> Organization (Unit/Div/Dept/Section) <b>CR&amp;T/WCRT/CDL</b>	
5	Proposal Submitted By (Please use legal name) <b>Tracy E. Thieret</b> Organization (Unit/Div/Dept/Section) <b>CR&amp;T/WCRT/CDL</b>	

Descriptive Title of Process:  
**The use of feedback for failure prediction, diagnosis, and remediation for distributed digital image processing systems**

Authorized Signature  


Date  
**1/7/98**

**Attachment 10**

**XEROX CORPORATION**  
DOCKET FILE WRAPPER

IP: <u>680005</u>	Patent No. <u>6892317</u>
	Granted: <u>2/10/95</u>
Applicant(s): <u>Necor, Sanyo, Matsushita, Tomy &amp; Matsushita;</u> <u>David M. Kishner, Michael D. Kishner</u>	
Title: <u>Systems and Methods for Remote Diagnosis and</u> <u>Remediation Using Data Representation and Feedback for a Distributed</u> <u>Control System</u>	
Drawings: <u>Informal</u> Formal <u>1/1/95</u> Formal (Date Filed)	
Serial No.: <u>07964397</u>	
Filing Date: <u>12-16-94</u>	