

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4089602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OAK RIDGE ASSOCIATED UNIVERSITIES	02/10/2016
RECEIVING PARTY DATA	
Name:	UT-Battelle, LLC
Street Address:	One Bethel Valley Road
Internal Address:	4500N, MS-6258
City:	Oak Ridge
State/Country:	TENNESSEE
Postal Code:	37831-6258
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14995528
CORRESPONDENCE DATA	
Fax Number:	(865)574-0381
<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:	(865) 574-0393
Email:	warfielde@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:	3320.1 ORAU TO UTB
NAME OF SUBMITTER:	ELIZABETH WARFIELD
SIGNATURE:	/Elizabeth Warfield/
DATE SIGNED:	10/10/2016
Total Attachments: 3	
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**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 January 25, 2016 and it shall run to and terminate upon the end of the life of the last-to-expire Proprietary Rights of Exhibit A.

In witness whereof the Parties have executed this agreement below:

UT-BATTELLE, LLC

By: 
Name: Marc T. Filigenzi
Title: IP Managing Attorney
Date: 1/26/2016

OAK RIDGE ASSOCIATED UNIVERSITIES

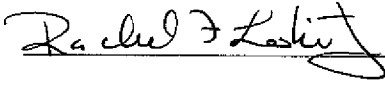
By: 
Name: ~~Ivan A. Boatner~~ Rachel F Lokite
Title: Assoc. General Counsel
Date: 2/10/16

EXHIBIT A, PROPRIETARY RIGHTS

UT-B Docket No.	Title (Patent Appl. No., Patent No.)	Contract Type & No.	Inventors		
			UT-Battelle	ORAU	Others
3320.1	Nanoporous Graphene Membrane for Desalination of Salt Water (Patent Appl. No.: 14/995,528)	DE-AC05-00OR22725, DE-AC05-06OR23100	Shannon M. Mahurin Ivan Vlassiuk Sheng Dai Raymond R. Unocic	Sumedh P. Surwade	Sergei Smirnov