

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4122359

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/07/2012

CONVEYING PARTY DATA

Name	Execution Date
BALL STATE UNIVERSITY BOARD OF TRUSTEES	11/01/2016

RECEIVING PARTY DATA

Name:	BALL STATE INNOVATION CORPORATION
Street Address:	1208 W. WHITE RIVER BLVD.
City:	MUNCIE
State/Country:	INDIANA
Postal Code:	47303

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13399662

CORRESPONDENCE DATA**Fax Number:** (859)367-3822*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:** 8592884620**Email:** ptodocket@bgdlegal.com**Correspondent Name:** BRIAN W. CHELLGREN**Address Line 1:** 300 WEST VINE STREET, SUITE 1200**Address Line 4:** LEXINGTON, KENTUCKY 40507

ATTORNEY DOCKET NUMBER:	610842.096385
NAME OF SUBMITTER:	BRIAN W. CHELLGREN
SIGNATURE:	/Brian W. Chellgren/
DATE SIGNED:	11/01/2016

Total Attachments: 5

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ASSIGNMENT

Ball State University Board of Trustees
2100 Riverside Avenue
Muncie, IN 47305

hereinafter referred to as the "Assignor," is the owner of certain items of intellectual property in

TITANIUM-DOPED AMORPHOUS ALUMINUM NITRIDE MICROLASER DEVICE AND METHOD FOR MAKING THE SAME

which include subject matter protectable under various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," owned by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be, in

United States Patent Application No. 13/399,662, filed February 17, 2012,

hereinafter referred to as the "Patent Application."

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell and transfer unto

Ball State Innovation Corporation, a non-profit corporation of the State of Indiana, having a principal place of business at 1208 W. White River Blvd., Muncie, IN 47303, hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title, and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Patent Application,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Patent Application, which include, but are not limited to, provisional, non-provisional, utility, design, industrial design, innovation, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Patent Application, which include, but are not limited to, non-provisional, utility, design, industrial design, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

ASSIGNMENT

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Intellectual Property, future developments in the Intellectual Property, the Patent Application and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Patent Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Patent Application and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Patent Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Patent Application and any and all applications or patents based on or arising from the Intellectual Property or the Patent Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, if there is a waiver of attorney-client privileges, assert that any partial

ASSIGNMENT

- waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, does not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete and final agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision or term of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions and terms of this Assignment, which remaining provisions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of June 7, 2012.

ASSIGNMENT

Assignee: Ball State Innovation Corporation

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property, Related Rights and the Patent Application.

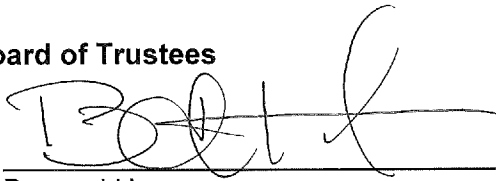


Wilbur R. Davis, President
Ball State Innovation Corporation

Date: 1st day of November, 2016

ASSIGNMENT

Assignor: Ball State University Board of Trustees




Bernard Hannon
Vice President for Business Affairs and Treasurer

Date: 1st day of November, 2016

Notary:

STATE OF Indiana)
) : SS
COUNTY OF Delaware)

Before me, a Notary Public, in and for the County and State, personally appeared the above-named person on behalf of Assignor, Bernard M. Hannon, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Signature (Notary Public): 

LINDA J. FAUGHNDER
Notary Public, State of Indiana
County of Delaware
My Commission Expires 02/10/2023

Printed Name: Linda J. Faughnder

Date: 1st day of November, 2016

Resident of Delaware County

My Commission Expires: 02/10/2023