

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF MARYLAND, COLLEGE PARK	12/22/2016
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Property Type	Number
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ATTORNEY DOCKET NUMBER:	PS-2001-008
NAME OF SUBMITTER:	FELICIA METZ, REG. #57401
SIGNATURE:	/Felicia A. Metz/
DATE SIGNED:	01/19/2017

Total Attachments: 4

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT, effective as of August 30, 2016 (the "Effective Date"), is entered into by and between the UNIVERSITY OF MARYLAND, COLLEGE PARK, a constituent institution of the University System of Maryland, a public corporation and an instrumentality of the State of Maryland, located in College Park, MD 20742 ("Assignor") and Uzi Y. Vishkin and Joseph F. Nuzman (collectively, the "Assignees").

Assignor wishes to assign all Patent Rights, defined below, to Assignees and Assignees desire to acquire all right, title and interest in and to said Patent Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Patent Rights means U.S. Patent 6,768,336 entitled, "Circuit Architecture for Reduced-Synchronous On-Chip Interconnect" filed as U.S. Patent Application No. 10/166008 on June 12, 2002 and issued July 27, 2004 (Assignor ref. No. PS-2001-008).
2. Assignment: Assignor hereby assigns to Assignees all rights, title, and interests, including all intellectual property rights, identified in the Patent Rights and in any and all United States and/or international or foreign patent applications thereon, continuing patent applications thereon (including without limitation substitutions, divisionals, continuations, and continuations-in-part), patents or Letters Patent issued therefrom, and reissues, extensions, renewals, and reexaminations of such applications or patents (collectively, the "Patent Rights").
3. Right of U.S. Government: Assignees acknowledge that the United States Government may have certain rights in the Patent Rights and invention underlying the Patent Rights and that this assignment of Patent Rights to Assignees is subject to any rights held by the United States Government.
4. Assignees' Responsibilities: Assignees assume full responsibility as of the Effective Date:
 - a) for the ownership, use, practice and administration of the Patent Rights;
 - b) for any and all liability arising out of or related to any claims or threatened claims that Patent Rights and/or the use or practice of Patent Rights infringe or may infringe any patents, title or proprietary rights of any third parties regardless of when the actions on which such claims are based occurred and for all costs related thereto; and
 - c) for obtaining any necessary permissions from applicable sponsors and agencies of the United States Government in connection with use or practice of the Patent Rights.
5. Assignor Representations: Assignor hereby represents that, as of the Effective Date, it has no actual knowledge of the existence of any claim or threat of claim that Patent Rights or the practice or use of the inventions claimed under the Patent Rights infringes the patents, title or other intellectual property or proprietary rights of any third party and that, subject to Section 3, there are no active licenses granted by Assignor to any third party to use or practice Patent Rights.
6. Patent Costs: Assignor represents that, as of the Effective Date, it has incurred unreimbursed expenses totaling \$ 9,988.12 ("Patent Expenses") in connection with preparing, filing, defending, maintaining the Patent Rights. In consideration for this Assignment, and after Assignees have

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recovered legal fees of \$3,780.00 personally expensed, Assignees shall remit 5% of any future income generated from the commercialization of Patent Rights to Assignor to reimburse Assignor, until Assignor is fully reimbursed for its Patent Expenses. Payment shall be made by check or money order payable to "University of Maryland" and mailed to Office of Technology Commercialization at the address specified in Section 10 below.

7. Non-exclusive License: In consideration for this Assignment, Assignees hereby grant Assignor, as of the Effective Date, a non-exclusive, royalty-free right and license to use the Patent Rights for scholarly, educational, research and other not-for-profit purposes, not involving the use of Patent Rights to perform services for a fee or to produce or manufacture products for sale to third parties.
8. Indemnification: Assignees hereby agree to hold harmless and indemnify Assignor, the State of Maryland and their respective officers, employees, and agents from and against all liability claims, causes of action, demands, damages, costs and expenses, including legal fees, asserted by third parties (whether private or governmental) arising out of or related to any third party (whether private or governmental) claims that the use or practice of Patent Rights infringes its intellectual property or proprietary rights, regardless of when such claims may have accrued.
9. Disclaimer of Representations and Warranties: PATENT RIGHTS ARE PROVIDED "AS IS." ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, IN FACT OR ARISING BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE VALIDITY OF PATENT RIGHTS OR FREEDOM OF PATENT RIGHTS FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
10. Notices: Any notice required to be made under this Agreement shall be deemed sufficient if given in writing and delivered (a) by certified mail, return receipt requested, postage prepaid; (b) in person with a signed receipt evidencing delivery, (c) by facsimile or email with written confirmation of transmission by sender, or (d) by a recognized overnight delivery service addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing. Notice shall be deemed effective upon receipt of written notice given in accordance with this provision.

To Assignor: University of Maryland
 Office of Technology Commercialization
 2130 Mitchell Bldg., 7999 Regents Dr.
 College Park, MD 20742
 Attn: Executive Director
 Facsimile: +1-301-314-9502
 Email: otc@umd.edu

To Assignees at the addresses set forth in the signature block.

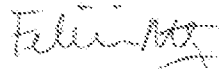
11. Request to Transfer: Assignor hereby requests that the Commissioner of Patents transfer registered ownership of Patents Rights, and any reissuance or extension thereof, to the Assignees for the sole use and benefit of the Assignees and their successors, legal representatives and assigns.

12. General:

- a) The relationship between and among the Parties is that of independent contractor. None of the Assignees has any authority to bind Assignor or to contract or incur expenses on Assignor's behalf. Assignor has no authority to bind Assignees or to contract or incur expenses on Assignees' behalf.
- b) No waiver by any Party of a breach or default of any provision of this Agreement shall operate as a waiver of any past or future breach or default of the same or a similar provision of this Agreement.
- c) In the event that any portion of this Agreement that is not vital to the main purpose of this Agreement shall be held illegal, void or ineffective, the remaining portions thereof shall remain in full force and effect.
- d) This Agreement shall be interpreted and governed by the laws of the United States and the laws of the State of Maryland excluding its conflict of laws principles.
- e) Unless the context of this Agreement clearly requires otherwise: (1) references to any person or entity include such person's or entity's successor's and assigns but only if such successors and assigns are permitted under this Agreement; (2) "including" is not limiting; (3) "or" has the inclusive meaning represented by the phrase "and/or." Headings used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- f) This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.
- g) This Agreement constitutes the entire agreement with respect to the subject matter presented herein. No modification to this Agreement shall be effective unless made in writing and signed by authorized representatives of all Parties.

ACCEPTED AND AGREED TO:

ASSIGNOR
UNIVERSITY OF MARYLAND

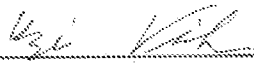


Felicia Metz
Assistant Director, Intellectual Property

Dec. 22, 2016

Date

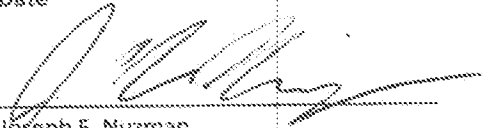
ASSIGNEES



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12-26-2016

Date



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12-25-2016

Date