

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4549477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
MISSISSIPPI STATE UNIVERSITY			08/02/2017
RECEIVING PARTY DATA			
Name:	MISSISSIPPI STATE UNIVERSITY RESEARCH AND TECHNOLOGY CORPORATION		
Street Address:	100 RESEARCH BLVD., SUITE 105		
City:	STARKVILLE		
State/Country:	MISSISSIPPI		
Postal Code:	39759		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	14694463		
CORRESPONDENCE DATA			
Fax Number:	(601)359-7774		
<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:	601-359-7600		
Email:	lschemmel@mdot.ms.gov		
Correspondent Name:	LARRY A. SCHEMMEL		
Address Line 1:	ATTORNEY GENERAL 401 NORTH WEST ST		
Address Line 2:	ATTORNEY GENERAL P.O. BOX 1850		
Address Line 4:	JACKSON, MISSISSIPPI 39201		
ATTORNEY DOCKET NUMBER:	051835-1050 (2012.0879)		
NAME OF SUBMITTER:	LARRY A. SCHEMMEL		
SIGNATURE:	/Larry A. Schemmel/		
DATE SIGNED:	08/14/2017		
Total Attachments: 2			
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**ASSIGNMENT FROM MISSISSIPPI STATE UNIVERSITY
TO THE
Mississippi State University
RESEARCH AND TECHNOLOGY CORPORATION**

In consideration of one dollar (\$1.00) and other good and valuable consideration, MISSISSIPPI STATE UNIVERSITY (MSU), existing by virtue of the laws of the State of Mississippi, and having an office at 60 Technology Blvd, Suite 115A, Starkville, MS 39759, sells and assigns to the MISSISSIPPI STATE UNIVERSITY RESEARCH AND TECHNOLOGY CORPORATION (RTC), a Mississippi not for profit corporation, having its office at 100 Research Blvd, Suite 105, Starkville, MS 39759, its successors and assigns, the entire right, title and interest throughout the world in and to the following intellectual property as described or determined according to federal statute or the common law and which may be registered as appropriate in the future:

"Serpentine Load Monitoring Apparatus," MSU Disclosure Number: 2012.0879; Provisional Application filed 4/23/14, Serial Number: 61/983,127; and U.S. Patent Application filed 4/23/15, Serial Number: 14/694,463; Inventors' Wilburn Whittington and Andrew Oppedal.

in and to said applications and all intellectual property rights; in the form of copyrights, patents, trademarks, trade dress, tradesecrets, or other proprietary knowledge or know how that would sufficiently afford MSU a legal right in the knowledge or the embodiment of such knowledge, which may be granted therefor and thereon, subject to performance or substantially equivalent performance over time by the RTC of the obligations of MSU under MSU's Intellectual Property Policy with regard to distribution of proceeds from the above described intellectual property *after payment to RTC for its Administrative Fee*, and subject to the requirement that RTC shall require any LICENSEE of rights to the intellectual property, in the form of patents, copyrights, tradesecrets, or other rights, described above to indemnify, defend and hold RTC, the State of Mississippi, the Board of Trustees of Institutions of Higher Learning, the trustees of the Board of Trustees of Institutions of Higher Learning, MSU, and each and all of their officers, employees and affiliates, both in their official and personal capacities, harmless against all claims and expenses, including legal expenses and reasonable attorney's fees, whether arising from a third party claim, whether resulting from MSU's enforcing this indemnification clause against LICENSEE, or whether arising out of the death of or injury to any person or persons or out of any damage to property, and further against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from the production, manufacture, sale, use, lease, consumption or advertisement of the licensed intellectual property rights or arising from any obligation of RTC, MSU or LICENSEE hereunder.

RTC shall require that such LICENSEE obtain and carry in full force and effect liability insurance which shall protect LICENSEE, RTC, and MSU (including the other persons and entities identified above in regard to said events covered above. Such insurance shall: (a) be written by an insurance company authorized to do business in the State of Mississippi; (b) be endorsed to also include product liability coverage; (c) provide and require thirty (30) days written notice to be given to MSU prior to any cancellation or material change of the coverage; and (d) include limits of coverage necessary to provide adequate protection.

MSU covenants that it has all right and title to so sell and assign and it shall assign all intellectual property rights related to or resulting from intellectual property in the form of derivative works or improvements to said RTC, as assignee of the entire interest; and it agrees that it will communicate to said RTC or its representatives any facts known to it respecting said improvements, and testify in any legal proceedings, sign all lawful papers, make all rightful oaths and make a reasonable effort to aid said RTC, its successors, assigns and nominees, to obtain and enforce proper protection for said improvements in all countries.

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PENDING, OR FOR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER DISCOVERABLE OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY MSU THAT THE PRACTICE BY LICENSEE OR SUBLICENSEES OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. IN NO EVENT SHALL THE MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING, MSU, THE TRUSTEES, OR ANY OFFICERS, AGENTS OR EMPLOYEES THEREOF BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOSS OF PROFITS, REGARDLESS OF WHETHER MSU SHALL BE ADVISED OF, SHALL OTHERWISE HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY THEREOF.

Executed this 2 day of August, 20 17.

MISSISSIPPI STATE UNIVERSITY

By: [Signature]
Mark E. Keenum
President

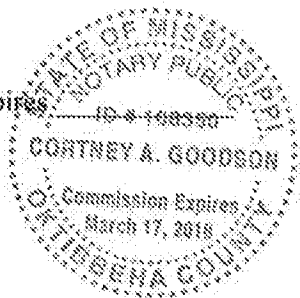
MSU Notarization

OKTIBBEHA COUNTY
MISSISSIPPI

Mark E. Keenum, president of Mississippi State University, personally known to me, who personally appeared before me and acknowledged that he executed the foregoing instrument for and on behalf of Mississippi State University after first being authorized so to do.

(Seal)

My Commission Expires



[Signature]
Notary Public

Accepted by the MSU Research & Technology Corp., by [Signature] David R. Shaw, President.

Date: 8-4-17