

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSITY OF TENNESSEE RESEARCH FOUNDATION	06/09/2017
RECEIVING PARTY DATA	
Name:	JOHN S TYNER
Street Address:	11428 GATES MILL DR.
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State/Country:	TENNESSEE
Postal Code:	37934
Name:	DANIEL YODER
Street Address:	2506 E. J. CHAPMAN DR
City:	KNOXVILLE
State/Country:	TENNESSEE
Postal Code:	37996
Name:	BRENT PILON
Street Address:	300 HIGH SCHOOL ROAD NE UNIT 310
City:	BAINBRIDGE ISLAND
State/Country:	WASHINGTON
Postal Code:	98110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8545696
Patent Number:	8813788
CORRESPONDENCE DATA	
Fax Number:	
<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:	8652010373
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Correspondent Name:	JOHN TYNER
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Address Line 4:	KNOXVILLE, TENNESSEE 37934

PATENT

NAME OF SUBMITTER:	09/26/2017
SIGNATURE:	/John Tyner/
DATE SIGNED:	09/26/2017
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Fully executed patent assignment document (2)#page1.tif source=Fully executed patent assignment document (2)#page2.tif source=Fully executed patent assignment document (2)#page3.tif source=Fully executed patent assignment document (2)#page4.tif source=Fully executed patent assignment document (2)#page5.tif	

ASSIGNMENT AGREEMENT

This Agreement (hereinafter "AGREEMENT") is made effective on June 8, 2017, among the University of Tennessee Research Foundation, having an office at 600 Henley Street, Suite 211, Knoxville, Tennessee 37996 (hereinafter "UTRF") and John Tyner, Daniel Yoder and Brent Pilon, each an ORIGINATOR of the PATENT RIGHTS (as later defined) whose principal residences are set forth in Attachment A attached hereto and incorporated herein by reference (hereinafter "ORIGINATORS"). UTRF and the ORIGINATORS are hereinafter referred to collectively as the "PARTIES."

RECITALS

WHEREAS, UTRF is the assignee of certain PATENT RIGHTS (defined below); and

WHEREAS, ORIGINATORS wish to obtain assignment of PATENT RIGHTS subject to all the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual terms, provisions and conditions contained herein, the PARTIES agree as follows:

TERMS AND CONDITIONS

1. "PATENT RIGHTS" means the patents and patent applications identified in Attachment B attached hereto and incorporated herein by reference.
2. Subject to the remaining provisions of this AGREEMENT, UTRF hereby assigns to ORIGINATORS all UTRF's right, title and interest in and to the PATENT RIGHTS.
3. The assignment of UTRF's interest in PATENT RIGHTS to ORIGINATORS will be contingent upon any approval which may be required from any company or agency that funded research from which the PATENT RIGHTS were derived and shall be subject in all respects to the rights held and restrictions imposed by the United States government and any agency thereof.
4. ORIGINATORS acknowledge that to the extent that PATENT RIGHTS are the result of federally funded research or grants, ORIGINATORS assume any ongoing responsibilities to the United States government in this regard, including but not limited to requirements under Bayh-Dole Act of 1980, PL 96-480, codified at 37 CFR Part 401, and any amendments thereto, as well as implementing regulations. UTRF represents that it has not transferred, licensed, pledged or assigned to any third party any of its rights in or to the PATENT RIGHTS.
5. Neither UT nor UTRF shall have any responsibility to further prosecute or maintain the PATENT RIGHTS or to expend any additional funds, equipment, facilities or other resources with regard to the PATENT RIGHTS.

6. ORIGINATORS agree to incorporate this AGREEMENT into any subsequent license or assignment arrangement made with a business entity.
7. **NEITHER UTRF, UT NOR THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES MAKE ANY REPRESENTATIONS OR EXTEND ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY UTRF OR UT THAT THE PRACTICE OF THE PATENT RIGHTS HEREBY RELEASED SHALL NOT INFRINGE THE PATENT OR OTHER RIGHTS OF ANY THIRD PARTY. NEITHER UT, UTRF, NOR THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE 012 INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER UTRF OR UT IS ADVISED, HAS OTHER REASON TO KNOW, OR IN FACT DOES KNOW OF THE POSSIBILITY.**
8. The ORIGINATORS shall at all times during the term of this AGREEMENT and thereafter indemnify, defend and hold UTRF, UT, and their respective trustees, directors, officers, employees and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever including legal expenses and reasonable attorneys' fees, resulting from the development, licensing, production, manufacture, sale, use, lease, consumption, advertisement, or other commercialization of the PATENT RIGHTS or any products or services derived from, made with, utilizing, or incorporating, in whole or in part, any invention claimed in PATENT RIGHTS, or any activity or obligation of ORIGINATORS under this AGREEMENT.
9. In the event that any provisions of this Agreement, including but not limited to the assignment of UTRF's interest in PATENT RIGHTS to the ORIGINATORS, shall be determined to be invalid or unenforceable under any controlling body of the law, either state or federal, or in the event it is determined by any agency of the United States government that this AGREEMENT or any provision hereof, including but not limited to the assignment of UTRF's interests in PATENT RIGHTS to the ORIGINATORS, is in violation of such agency's policies or regulations or the policies or regulations of any other government agency, the enforceability of remaining provisions shall be unimpaired and shall remain in full force and effect.
10. The PARTIES expressly agree and consent that the laws of the State of Tennessee shall govern this AGREEMENT without reference to the conflict of laws provisions thereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT in duplicate originals by affixing their authorizing signatures below.

**UNIVERSITY OF TENNESSEE
RESEARCH FOUNDATION ("UTRF")**

Sign: Stacey Patterson
Name: Stacey Patterson

Title: Vice President

Date: 6/9/17

**JOHN TYNER
("ORIGINATOR")**

Sign: John Tyner
Title: Assoc. Prof
Date: 6/9/17

**DANIEL YODER
("ORIGINATOR")**

Sign: D. Yoder
Title: PROFESSOR
Date: JUNE 9, 2017

**BRENT PILON
("ORIGINATOR")**

Sign: Brent Pilon
Title: Professional Engineer
Date: 6-9-2017

Appendix A
to
Assignment Agreement

ORIGINATORS

John Tyner
11428 Gates Mill Drive
Knoxville, TN 37934

Daniel Yoder
3503 Kesterwood Drive
Knoxville, TN 37918

Brent Pilon
211 Clinchfield Avenue
Knoxville, TN 37650

Appendix B to Assignment
Patent Rights

Title: Detention Basin Drainage System
U.S. Provisional No.: 61/334,867 (Converted)
Filing Date: May 14, 2010
Inventors: John Tyner, Daniel Yoder, Brent Pilon

Title: Sediment and Detention Basin Drainage System and Method
U.S. Patent No.: 8,545,696 (Issued)
Filing Date: May 3, 2011
Inventors: John Tyner, Daniel Yoder, Brent Pilon

Title: Sediment and Detention Basin Drainage System and Method
Canadian Serial No.: 2,739,385 (Filed)
Filing Date: May 6, 2011
Inventors: John Tyner, Daniel Yoder, Brent Pilon

Title: Sediment and Detention Basin Drainage System
Australian Serial No.: 2011202181 (Issued)
Filing Date: May 11, 2011
Inventors: John Tyner, Daniel Yoder, Brent Pilon

Title: Sediment and Detention Basin Drainage System and Method
U.S. Patent No.: 8,813,788 (Issued)
Filing Date: August 27, 2013
Inventors: John Tyner, Daniel Yoder, Brent Pilon