504620375 10/31/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4667091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OAK RIDGE ASSOCIATED UNIVERSITIES	10/12/2017

RECEIVING PARTY DATA

Name:	SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC	
Street Address:	BUILDING 730-1B	
Internal Address:	ROOM 129	
City:	AIKEN	
State/Country:	SOUTH CAROLINA	
Postal Code:	29808	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15797710

CORRESPONDENCE DATA

Fax Number:

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.

Email: docketing@dority-manning.com, tholden@dority-manning.com

Correspondent Name: DORITY & MANNING, P.A.

Address Line 1: POST OFFICE BOX 1449

Address Line 4: GREENVILLE, SOUTH CAROLINA 29602-1449

ATTORNEY DOCKET NUMBER:	SRNS-96 (SRS-16-010)	
NAME OF SUBMITTER:	ANAND K. PATEL	
SIGNATURE:	/anand k. patel/	
DATE SIGNED:	10/31/2017	

Total Attachments: 5

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PATENT 504620375 REEL: 043995 FRAME: 0821

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Whereas Josef Velton (the "Named Inventor"), a United States citizen and employee of Oak Ridge Associated Universities ("Assignor" or "ORAU"), is listed as a named inventor on Savannah River Nuclear Solutions, LLC invention disclosure, tracking number SRS 16-010, entitled "Method and Device to Produce Synthetic Diamonds" (the "Innovation"), for which one or more patents may be sought;

Whereas the Named Inventor is obligated to assign and have assigned to ORAU his entire right, title, and interest in the Innovation;

Whereas, Savannah River Nuclear Solutions, LLC ("Assignee" or "SRNS") having a mailing address of SRNS Office of General Counsel, Savannah River Site, Building 730-1B, Room 129, Aiken, SC 29808, desires to document, for purposes of pursuing and obtaining patent rights based on the Innovation, its acquisition of the entire right, title, and interest in the Innovation and in any and all patents or patent applications which may be granted and/or filed thereon:

Whereas, pursuant to the December 6, 2012 Intellectual Property Agreement ("IPA") between Assignor and Assignee, attached hereto as Exhibit A, Assignor has agreed to assign to Assignee, upon request by Assignee in any particular situation, all of the right, title, and interest in Intellectual Property that Assignee may obtain under its Prime Contract with DOE that is the result of the work assignment of an Assignor employee to Assignee;

Now, therefore, Assignor is desirous to assist Assignee in obtaining one or more patents on the Innovation, and acknowledges that, pursuant to this Intellectual Property Assignment Agreement, Assignor has assigned Assignor's entire right, title, and interest to the Innovation and that Assignee and Assignor remain bound by the IPA; and

Assignee hereby acknowledges and accepts the foregoing and undertakes responsibility for complying with the IPA.

Effective October 10, 2017.

OAK RIDGE ASSOCIATED UNIVERSITIES, INC.

By: Yarly 120h

Rachel F. Lokitz

Corporate Secretary & Associate General Counsel

Date: October 12, 2017

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

By: Mathew J. Diasy

Manager, Contracts & Technology Partnerships

Date: October 16, 2017

Exhibit A

INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT is by and between Oak Ridge Associated Universities (hereinafter "ORAU"), the not-for-profit contractor of the Department of Energy's (hereinafter "DOE") Oak Ridge Institute for Science and Education (hereinafter "ORISE") under Prime Contract DE-ACOS-060R23100, and Savannah River Nuclear Solutions, LLC (hereinafter "SRNS") a limited liability company which manages and operates as Contractor the Department of Energy's (DOE) Savannah River Site (hereinafter "SRS") and Savannah River National Laboratory (hereinafter "SRNL") under Prime Contract DE-ACO9-08SR22470.

IT IS RECOGNIZED THAT:

Whereas, SRNS, under its Prime Contract with DOE, is directed to transfer technology, including inventions and copyrightable subject matter (hereinafter "Intellectual Property") and knowledge acquired in performing under its Prime Contract, in order to benefit U.S. industry;

Whereas, ORAU, in addition to its own programs and specific projects at ORISE, provides training and professional and practical job experience for its employees by temporarily assigning such employees to SRNS, where the employees take part in SRNS's research and development efforts (including Cooperative Research and Development Agreements or Work for Others Agreements) at DOE's SRNL;

Whereas, such employee work assignments mutually benefit both ORAU and SRNS in that they greatly expand the training and practical experience opportunities for ORAU employees while providing a source of talented individuals to participate in SRNS's research and development efforts;

Whereas, ORAU employees may make, create or author intellectual Property while assigned to perform work at SRNS;

Whereas, under its Prime Contract with DOE, ORAU has the right to elect to retain title to such inventions and to request permission to copyright in the case of copyrightable works of its employees;

Whereas, ORAU employees may generate or be given access to Business Sensitive,
Proprietary or Protected CRADA Information of SRNS or third parties while assigned to perform
work for SRNS; and,

Whereas, both ORAU and SRNS agree that technology transfer and other equity considerations favor the eventual assignment of ORAU's rights in such intellectual Property to SRNS and the continued protection of Business Sensitive, Proprietary of Protected CRADA Information accessed, obtained, or generated by its employees during their work assignment to SRNL.

NOW, THEREFORE, in view of the foregoing considerations and in a spirit of cooperation, subject to DOE approval it is agreed as follows:

- 1. Upon the effective date of this Agreement, upon request by SRNS in any particular situation, ORAU agrees to assign to SRNS all of the right, title, and interest in Intellectual Property it may obtain under its Prime Contract with the DOE that is the result of the work assignment of an ORAU employee to SRNS. In addition, ORAU agrees to protect Business Sensitive, Proprietary or Protected CRADA Information of SRNS or third parties which may be disclosed to ORAU by its employees assigned to perform work for SRNS for the same period of protection applicable to such employees.
- 2. In entering into this Agreement, ORAU agrees to cooperate with SRNS to report and make all necessary elections in the case of inventions and requests for permission to copyright in the case of copyrightable works and to execute all documents required to assign to SRNS all subject Intellectual Property rights as herein agreed. Such documents required to assign to SRNS all subject Intellectual Property rights will be prepared by SRNS and forwarded to ORAU for execution.
- 3. In the event that Intellectual Property involving an ORAU inventor/author is licensed by SRNS, for the purposes of royalty sharing, employees of ORAU will be considered and treated the same as employees of SRNS under the royalty sharing policy of SRNS in the distribution of such royalties. Royalties will be distributed directly to the ORAU employee.
- 4. All ORAU employees assigned to perform work for SRNS (at present or in the future) for the purpose of achieving the goals of this Agreement will sign the ORAU "Agreement

Covering Discoveries, Inventions, Data, and Copyright" which is attached hereto as Exhibit A and incorporated herein by reference. The ORAU "Agreement Covering Discoveries, Inventions, Data, and Copyright" obtains the agreement of ORAU employees assigned to perform work for SRNS that they will, *inter alia*, protect Business Sensitive, Proprietary or Protected CRADA information of SRNS or third parties accessed, obtained, or generated by them during their work assignment to SRNS.

- 5. This Agreement shall apply to and govern all employees of ORAU who are assigned to perform work for SRNS, except those who are exempted by ORAU's written notice to SRNS prior to their admission to facilities managed or owned by SRNS.
- 6. The term of this Agreement shall be concurrent with the terms of the respective DOE prime contracts of the Parties, as identified above, including any extension or renewal thereof, subject to earlier termination by either party upon 60 days written notice to the other party. ORAU may remove or change the employment status of any of its employees assigned to a facility managed or owned by SRNS; provided, however, that any termination, for whatever reason, or change in employment status of any ORAU employee shall not affect any rights of either party which may have accrued prior to such notice of termination or change in status.
- 7. This agreement is effective on the date of the last signature applied hereto. IN WITNESS, WHEREOF, the Parties have executed this agreement.

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC BY:	
NAME: JOHN W TEMPLE	
TITLE: DIKECTER, COURACTS	
DATE: 12/6/2012	
OAK RIDGE ASSOCIATED UNIVERSITIES, INC.	Approved: DEPARTMENT OF ENERGY
BY It frames	ex. Mary Low Orow
NAME: <u>Ivan Boatner</u>	NAME: Mary Lou Crow
TITLE: Vice President & General Counsel	TITLE: Contracting Officer
DATE 11/12	DATE: 11-21-2012

PATENT REEL: 043995 FRAME: 0826

RECORDED: 10/31/2017