

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIGHAM YOUNG UNIVERSITY	07/25/2018
RECEIVING PARTY DATA	
Name:	COREBRACE, LLC
Street Address:	5789 WEST WELLS PARK ROAD
City:	WEST JORDAN
State/Country:	UTAH
Postal Code:	84081
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15500991
PCT Number:	US1665623
Application Number:	16101075
PCT Number:	US2018046222
CORRESPONDENCE DATA	
Fax Number:	(801)933-7373
<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>	
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Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	111 SOUTH MAIN STREET
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NAME OF SUBMITTER:	MARCUS S. SIMON
SIGNATURE:	/Marcus S. Simon, Reg.# 50258/
DATE SIGNED:	08/13/2018
Total Attachments: 6	
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made, entered into and is effective as of the 11 day of June, 2018 (the "Effective Date"), between Brigham Young University, a Utah non-profit corporation and institution of higher education with its principal campus located in Provo, Utah 84602 (hereinafter referred to as "BYU"), and COREBRACE, LLC, a Utah limited liability company with its principal place of business located at 5789 West Wells Park Road, West Jordan, Utah 84081 (hereinafter referred to as "COREBRACE"). BYU and COREBRACE are herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREBY, BYU has developed and/or been granted rights in certain technology referred to as "MOMENT-RESISTING FRAMES" (the "Technology"), which is more fully described in one or more patent applications or disclosures listed in Exhibit A attached hereto (collectively, the "Application(s)"); and

WHEREBY, COREBRACE now wishes to acquire rights in and to the Application(s) and the Technology disclosed therein.

NOW, THEREFORE, upon the foregoing Recitals, which are hereby incorporated herein, and in consideration of the mutual agreements and promises of the Parties, the sufficiency of which is hereby acknowledged, BYU and COREBRACE agree as follows:

ARTICLE I -- ASSIGNMENT AND TRANSFER OF TECHNOLOGY

1.1 Assignment. Effective upon BYU's receipt of the Assignment Fee described in Section 2.1, BYU irrevocably conveys, assigns and transfers to COREBRACE: (a) all right, title and interest throughout the world in and to the Application(s); (b) all of BYU's right, title, interest and benefit, as of the Effective Date, throughout the world in and to the Technology and all of BYU's other intellectual property rights in the Technology, including any copyrights, and trademarks (and all goodwill therein), and all applications therefor; and (c) all claims of BYU, existing prior to BYU's receipt of the Assignment Fee, for infringement and misappropriation of the Technology and/or intellectual property rights therein, including all rights to sue for and to receive and

recover all profits and damages and all other remedies accruing from any such infringement and/or misappropriation, as well as the right to grant releases for past infringements.

1.2 Reservation of Rights. All rights not expressly granted by BYU in this Agreement are reserved to BYU.

1.3 Academic Research and Teaching. Effective upon BYU's receipt of the Assignment Fee, COREBRACE agrees to grant and does hereby grant to BYU, the Church of Jesus Christ of Latter-day Saints, and the Church Education System a nonexclusive, non-transferable, irrevocable, paid-up, royalty-free right to use the Technology internally for non-commercial teaching, academic, and/or research purposes (including the right to publish the results of such research). BYU, the Church of Jesus Christ of Latter-day Saints, and the Church Education System are NOT granted the paid-up and royalty-free right to use the Technology for the design or construction of any structure intended for human occupation.

1.4 Patent Portfolio. COREBRACE shall diligently prosecute and maintain all the Application(s), including the filing and/or prosecution of related utility patent applications and the payment of any maintenance fees, until COREBRACE has fully satisfied all of its guaranteed payment obligations set forth in Article II of this Agreement.

ARTICLE II -- CONSIDERATION

2.1 Assignment Fee. Upon execution of this Agreement by both Parties, COREBRACE shall immediately pay to BYU the sum of

(the "Assignment Fee"). For the sake of clarity, the Assignment Fee shall be in addition to any other fees and/or payments set forth in this Agreement.

2.2 Additional Payments. COREBRACE shall pay to BYU the following sums by the due dates indicated:

ARTICLE III – TERMINATION

3.1 In the event that COREBRACE shall materially breach or become in default of performance of any material term, condition, or covenant contained in Article II, and shall fail to cure, correct or remedy such material breach or default of performance of a material term, condition, or covenant within thirty (30) days after service of a written notice specifying the nature of the breach or default, or in the event that COREBRACE shall be adjudged bankrupt or file a petition for bankruptcy relief under any bankruptcy laws of any jurisdiction, then in any of said events, at BYU's discretion, BYU may terminate this Agreement, and COREBRACE shall assign and does hereby agree to assign back to BYU all rights granted COREBRACE under Section 1.1 without any compensation from BYU.

3.2 Upon termination pursuant to Section 3.1, COREBRACE shall immediately take all necessary steps to transfer ownership of the Application(s) and the Technology to BYU, and COREBRACE shall cease using the Technology; provided, however, that COREBRACE shall remain liable to BYU for any payment obligations under Article II that COREBRACE has accrued up to the date of termination.

3.3 In the event that BYU shall materially breach or become in default of performance of any material term, condition, or covenant contained in this Agreement, and shall fail to cure, correct or remedy such material breach or default of performance of a material term, condition, or covenant within thirty (30) days after service of a written notice specifying the nature of the breach or default, COREBRACE shall have the right to terminate its license granted to BYU under Section 1.3.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

6.1 BYU represents and warrants to COREBRACE as follows:

(a) BYU owns and possesses all right, title, and interest in and to the Application, free and clear of any encumbrance or other restriction;

(b) To the best of BYU's knowledge, neither the Technology, nor the exercise of any right granted COREBRACE under this Agreement violates or infringes upon any existing tangible or intangible property rights of any third person or entity;

(c) BYU has the power and authority to execute and deliver this Agreement and perform its applicable obligations, and the execution, delivery and performance of this Agreement have been duly and validly authorized and will, upon execution and delivery, constitute a valid and binding agreement enforceable against it in accordance with its terms;

(d) To the extent necessary and consistent with the rights granted under this Agreement, BYU has obtained from the inventors and developers of the Technology complete and valid assignments of all of their respective rights therein; and

(e) There are no known legal actions, investigations, claims, or proceedings pending or threatened related to BYU's rights to the Application(s) or the Technology.

6.2 COREBRACE represents and warrants to BYU as follows:

(a) COREBRACE is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Utah and has full power and authority to enter into this Agreement and perform its obligations hereunder; and

(b) Provided the grants, conveyances and assignments made under Section 1.1 above are effective, COREBRACE has the legal right to grant all the rights it purports to grant pursuant to Section 1.3 above.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the date indicated.

BRIGHAM YOUNG UNIVERSITY

By: 

Alan R. Harker
Associate Academic Vice President

Date: 7/25/10

COREBRACE, LLC

By: 

Name: DIETER H. KUHN
Title: PRESIDENT

Date: 6-11-2018

EXHIBIT A

The Application(s) consist of the following, including any patents or patent application(s) claiming priority thereto (or in the case of invention disclosures, based thereon), such patent applications including divisions, continuations, continuations-in-part, reissues, reexaminations, and foreign counterparts thereof, and all Letters Patent that may be granted thereon and all reissues and extensions thereof:

1. U.S. Patent Application No. 15/500,991, filed February 1, 2017 as "MOMENT-RESISTING FRAMES, KITS FOR ASSEMBLING THE SAME, AND METHODS OF REPAIRING THE SAME"
2. U.S. Patent Application No. 15/516,834, filed April 4, 2017 as "BEAM-TO-COLUMN CONNECTION SYSTEMS AND MOMENT-RESISTING FRAMES INCLUDING THE SAME"
3. P.C.T. Patent Application No. PCT/US16/65623, filed December 8, 2016 as "BEAM-TO-COLUMN CONNECTION SYSTEMS AND MOMENT-RESISTING FRAMES INCLUDING THE SAME"
4. U.S. Provisional Patent Application No. 62/549,853, filed August 24, 2017 as "BEAM-TO-COLUMN CONNECTION SYSTEMS AND MOMENT-RESISTING FRAMES INCLUDING THE SAME"