505454648 05/01/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EXECUTIVE ORDER 9424, CONFIRMATORY LICENSE

#### **CONVEYING PARTY DATA**

Name	Execution Date
CADENZA INNOVATION, INC.	02/26/2019

## **RECEIVING PARTY DATA**

Name:	U.S. DEPARTMENT OF ENERGY
Street Address:	1000 INDEPENDENCE AVE., SW
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20585

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15562792

### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	BRENDA K. BANKS	
SIGNATURE:	/Brenda K. Banks/	
DATE SIGNED:	05/01/2019	

**Total Attachments: 1** 

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5-143041





#### **CONFIRMATORY LICENSE**

Name of Organization: Cadenza innovation, Inc.

ARPA-E Award / Contract No.: DE-AR0000392

Subject Inventions: Patent application serial nos. 62/107,630, 62/266,813, 15/562,792, PCT/US2016/066663, 62/395,050, 15/840,162, 62/561,927, 16/050,195, PCT/US20181044598, 62/598,252, 15/926,433, 15/832,110, and U.S. Patent Nos. 9,685,644 and 9,871,236

The named Organization has reported the above-identified invention as a Subject Invention to DOE and has elected to retain title thereto.

This document is confirmatory of (1) the nonexclusive, nontransferable, Irrevocable, paid-up, World-wide license in this subject invention, patent application, and any resulting patent (including any continuation, divisional, reissue, or supplemental application thereof) to practice or to have practiced for or on behalf of the United States throughout the world; (2) all other rights acquired by the Government through the intellectual property provisions of the above-identified contract/award; and (3) all intellectual property, licensing, and manufacturing requirements imposed by the above-identified contract/award.

Further to item (3) above, the intellectual property provisions of the above-identified contract/award, attached hereto for reference, include the following U.S. competitiveness requirement:

#### 6. U.S. Competitiveness.

The Recipient agrees that any products embodying any elected subject invention or produced through the use of any elected subject invention will be manufactured substantially in the United States for any use or sale in the United States, unless the Recipient can show to the satisfaction of DOE that it is not commercially feasible to do so. In the event DOE agrees to foreign manufacture for U.S. use or sales, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., recoupment of the Government's investment, etc. The Recipient further agrees to make the above condition binding on any assignee or licensee of, or any entity acquiring rights to, any elected subject invention, including subsequent owners of Recipient acquiring a controlling interest, and including subsequent assignees and licensees.

It is understood and agreed that this license does not preclude the Government from (1) asserting rights under the provisions of the above-identified contract/award or any other agreement between the Government and the named Organization, or (2) asserting any other Government rights with respect to the above-identified subject invention.

> PATENT REEL: 049045 FRAME: 0363

RECORDED: 05/01/2019