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OMB No. 0651-0027 (exp. 06/30/2021)U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) University of Central Florida Board of Trustees <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>University of Central</u> Internal Address: <u>Florida Board of Trustees</u> Street Address: <u>4000 Central FL Blvd</u> City: <u>Orlando</u> State: <u>FL</u> Country: <u>USA</u> Zip: <u>32816</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>8-13-2014</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment Executive <input type="checkbox"/> Order 9424, Confirmatory License Other <input checked="" type="checkbox"/> correction of erroneous recordation		4. Application or patent number(s): <input type="checkbox"/> This document serves as an Oath/Declaration (37 CFR 1.63). A. Patent Application No.(s) <u>16014305</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Sandra M. Sovinski</u> Internal Address: <u>Suite 501</u> Street Address: <u>12201 Research Pkwy</u> City: <u>Orlando</u> State: <u>FL</u> Zip: <u>32826</u> Phone Number: <u>407-882-2118</u> Docket Number: <u>33891</u> Email Address: <u>sandra.sovinski@ucf.edu</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature: <u>Sandra M. Sovinski</u> Signature Sandra M. Sovinski, UCF Deputy General Counsel for Research Name of Person Signing		8. Payment Information Deposit Account Number _____ Authorized User Name _____ Date: <u>5/21/2019</u> Total number of pages including cover sheet, attachments, and documents: <u>5</u>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA. 22313-1480

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PATENT
REEL: 049654 FRAME: 0227

May 21, 2019

To: Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Declaration pursuant to 323.01(c):
Assignment Improperly Filed and Recorded by Another Person Against Owner's Application
Application no. 16/014,305

Summary of True Chain of Title – Identification of Correct Owner: **UCF owns all inventions** in the field or discipline of each employee, and also all inventions made by employees with the use of university support. Dennis Deppe, sole inventor for the applications/patents referenced, has been and continues to be an employee of the University of Central Florida (UCF), since 2005.

On August 13, 2014, in recognition of his employment obligations, **Dennis Deppe executed an assignment of any and all rights to UCF** for all inventions conceived or invented during his employment. This assignment document is presented for recordation herewith. In accordance with Florida Statute 1001.72, UCF is a public body corporate with the name of "The University of Central Florida Board of Trustees", and **UCF continues to be the correct current owner of application 16/014305**, irrespective of the improperly filed assignment document discussed below. (Note: It is UCF's practice to further transfer its ownership to its direct support organization, the University of Central Florida Research Foundation, Inc., for management and licensing, and this further assignment action is intended to follow.)

Application no. 16/014305 was filed June 21, 2018, as a Continuation of application no. 15/648260, now issued patent 10,033,156B2, which claims priority to Provisional application no. 62/467,514, filed March 6, 2017 and also to Provisional application no. 62/361,531, filed July 13, 2016. **Application no. 16/014305 is owned solely by UCF.**

Previously Recorded Document is erroneous. Dennis Deppe filed provisional applications nos. 62/467,514 and 62/361,531, *pro se*, contrary to UCF regulations and policies, and **improperly designated his own company, sdPhotonics, LLC, as a co-applicant.** UCF's prosecution counsel carried on the improper co-applicant designation during the non-provisional phase. UCF's prosecution counsel also did not record any assignment documents for the application, also contrary to UCF policies. (Note: UCF intends to file a request to correct the applicant information.)

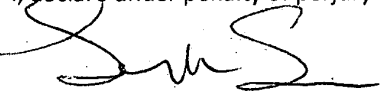
Despite the fact that Dennis Deppe contractually agreed not to take any action to transfer any invention rights to any third party without advance written agreement by UCF, and despite the fact that he had already assigned any and all of his rights to UCF on August 13, 2014, both as a condition of his employment, he erroneously executed subsequent documents on May 1, 2019 purporting to assign the same rights jointly to his company, sdPhotonics, LLC and to the University of Central Florida Research Foundation, Inc. Dennis Deppe possessed no rights to assign on May 1, 2019.

The documents recorded on May 2, 2019 for application 16/014305, at Reel/Frame 049066/0647, were submitted with erroneous information because sdPhotonics, LLC is not a co-owner of the application, and Dennis Deppe possessed no assignable rights on May 1, 2019.

As the correct and continuing owner, UCF is contacting the attorney who recorded the erroneous papers, without seeking verification or consent from UCF. The attorney is not engaged to perform services on behalf of UCF.

Please correct the record, confirming that the University of Central Florida Board of Trustees remains the owner of the application no. 16/014305.

I, declare under penalty of perjury that the foregoing is true and correct. Executed on May 21, 2019.



Sandra M. Sovinski
Deputy General Counsel for Research
University of Central Florida
University of Central Florida Research Foundation, Inc.



UNIVERSITY OF CENTRAL FLORIDA
RESEARCH & COMMERCIALIZATION

INTELLECTUAL PROPERTY AGREEMENT

This Agreement is made this August 13, 2014, between the University of Central Florida, by and on behalf of its Board of Trustees ("University") and Dr. Dennis Deppe ("Employee").

1. I have received and reviewed University Regulation UCF-2.029, entitled "Patents, Trademarks, and Trade Secrets." All terms in this Agreement are defined pursuant to UCF-2.029.
2. I agree that I have been bound by all terms and conditions of UCF-2.029, as a term of and since the first date of my employment, appointment, and/or affiliation as University Personnel, and that I shall remain as bound by any amendment to UCF-2.029 as may be made by the University so long as I remain University Personnel.
3. I understand and agree that in consideration of my status as University Personnel, Inventions that are (1) in the field or discipline in which I am employed by the University, or (2) made with the use of University Support are the property of the University, and the University is entitled to and shall own and hold title to any such Inventions.
4. I hereby assign and agree to assign to the University or its designee any and all rights in such Inventions that are invented and/or conceived at any time during my status as University Personnel, including any term as University Personnel prior to the execution of this Agreement.
5. I further understand by executing this Agreement, I am not waiving any rights to share in any proceeds received by the University for such Inventions.
6. I agree that I will not take any action to transfer rights or to disclose any such Inventions to any third party without advance written agreement by the University.
7. I agree that I will take any necessary steps to protect the University interest in such Inventions.

SIGNED

Dennis Deppe

DATE

Aug. 13, 2014