

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE CURATORS OF THE UNIVERSITY OF MISSOURI	10/10/2016
RECEIVING PARTY DATA	
Name:	THE DEPARTMENT OF THE AIR FORCE
Street Address:	26 ELECTRONIC PKWY
Internal Address:	AFRL/RIJ
City:	ROME
State/Country:	NEW YORK
Postal Code:	13441-4514
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14795953
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	RL10158
NAME OF SUBMITTER:	ANGELA L. D'URSO
SIGNATURE:	/ANGELA L. D'URSO/
DATE SIGNED:	07/10/2019
Total Attachments: 5	
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ASSIGNMENT AGREEMENT
BETWEEN
THE DEPARTMENT OF THE AIR FORCE
AND
THE CURATORS OF THE UNIVERSITY OF MISSOURI

PREAMBLE

This Assignment Agreement (hereinafter called "AGREEMENT") is made and entered into by and between the United States of America as represented by the Secretary of the Air Force (hereinafter called "AIR FORCE"), and The Curators of the University of Missouri, a public corporation of Missouri, having a place of business 1601 South Providence Road, Columbia, Missouri 65211 (hereinafter called "UNIVERSITY").

WITNESSETH:

WHEREAS, Kannappan Palaniappan, Filiz Ersoy, and Rui Wang while employed by UNIVERSITY and Gunasekaran Seetharaman while employed by AIR FORCE (each an "INVENTOR" and collectively the "INVENTORS") jointly invented the subject invention as described in UNIVERSITY invention disclosure number 15 UMC051 titled "Static and Moving Object Detection Using Flux Tensor with Split Gaussian Models" and AIR FORCE invention disclosure number RL10158 entitled "System and Method for Static and Moving Object Detection" (the "SUBJECT INVENTION") during the performance of the Cooperative Agreement No. FA8750-14-20072 dated February 19, 2014 between UNIVERSITY and AIR FORCE ("COOPERATIVE AGREEMENT"); and

WHEREAS, Kannappan Palaniappan, Filiz Ersoy, and Rui Wang have assigned all of their right title, and interest in the SUBJECT INVENTION to UNIVERSITY by virtue of an Assignment dated July 13, 2015; and

WHEREAS, Gunasekaran Seetharaman has assigned all of his/her right title, and interest in the SUBJECT INVENTION to AIR FORCE by virtue of an Assignment dated July 1, 2015; and

WHEREAS, the SUBJECT INVENTION is described and claimed in United States Patent Application Serial No. 14/795,953 titled "System and Method for Static and Moving Object Detection," filed on July 10, 2015 ("PATENT APPLICATION");

WHEREAS, pursuant Section 6.021 of the COOPERATIVE AGREEMENT, AIR FORCE is desirous of acquiring all of UNIVERSITY's right, title and interest in the PATENT APPLICATION except as otherwise provide herein;

NOW THEREFORE, in accordance with and to the extent provided by the aforementioned authorities and in consideration of the foregoing premises and of the covenants and obligations hereinafter set forth to be well and truly performed, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE 1 - Definitions

The parties to this AGREEMENT agree that the following definitions shall apply to the defined words where such words are used in this AGREEMENT:

1. The "ASSIGNED INVENTION" or "ASSIGNED PATENT" means the invention as described and claimed in the following patent (or patent application), including continuations, divisions, reexaminations and reissues thereof, assigned to the UNIVERSITY: (i) the PATENT APPLICATION; (ii) any provisional, non-provisional, divisional, continuation (but not continuations-in-part), extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection claiming priority to or from the PATENT APPLICATION; and (iii) any corresponding foreign applications or patents thereof.

ARTICLE 2 - Assignment Grant

UNIVERSITY hereby assigns to AIR FORCE its entire right, title and interest throughout the world in and to the ASSIGNED INVENTION subject to the Non-Commercial License Grant Back set forth in Article 3.

ARTICLE 3 - Non-Commercial License Grant Back

AIR FORCE hereby grants to UNIVERSITY a worldwide, perpetual, irrevocable, paid up, royalty free, transferrable, sublicensable, right to make, have made, and use the ASSIGNED INVENTION for non-commercial research, teaching, educational, or academic purposes which are undertaken at UNIVERSITY or at another non-profit, research, educational, academic or governmental institution and the right to grant nonexclusive licenses to such institutions the right to do the same. Without limiting the foregoing, non-commercial research includes the right to make and use the ASSIGNED INVENTION for research (including sponsored research) that leads, or may lead, to patentable or unpatentable inventions that may be licensed or otherwise transferred by UNIVERSITY, either directly or indirectly, to third parties, for commercial or non-commercial purposes without any obligation to AIR FORCE, subject to a third party having or acquiring a freedom to practice said patentable or unpatentable inventions relative to the ASSIGNED INVENTION whenever use of the ASSIGNED INVENTION is necessary to practice said patentable or unpatentable invention for commercial purposes.

ARTICLE 4 - Representations and Warranties

1. UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALIDITY OF ANY PATENT THAT HAS OR SHALL ISSUE UNDER THE ASSIGNED INVENTION OR OF THE SCOPE OF ANY OF THE CLAIMS THEREOF, OR THAT THE EXERCISE OF THIS AGREEMENT WILL NOT RESULT IN THE

INFRINGEMENT OF ANY OTHER UNITED STATES OR FOREIGN PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT.

2. Nothing relating to the grant of this AGREEMENT, nor the grant itself, shall be construed to confer upon AIR FORCE or any LICENSEE hereunder, any immunity from or defense under the antitrust laws or from any charge of patent misuse, and the acquisition and use of rights pursuant to this AGREEMENT, shall not be immunized from the operation of State or Federal law by reason of the source of the grant.

3. Nothing contained in this AGREEMENT shall be interpreted to grant to AIR FORCE any rights with respect to any ASSIGNED INVENTION or patent other than the ASSIGNED INVENTION or ASSIGNED PATENT. Without limiting the foregoing, nothing in this AGREEMENT shall be construed as granting any rights to ASSIGNEE in any "future" or "related" inventions (including any improvements) or any "background" intellectual property that may be needed to practice the invention set forth in the ASSIGNED PATENT.

4. UNIVERSITY assumes no obligation to bring or prosecute actions or suits against third parties for infringement.

5. UNIVERSITY assumes no obligation to furnish any know-how.

6. NEITHER UNIVERSITY NOR ITS EMPLOYEES ASSUMES ANY LIABILITY WHATSOEVER FROM THE EXERCISE OF THIS AGREEMENT OTHER THAN AS MAY BE EXPRESSLY STATED ELSEWHERE IN THIS AGREEMENT. UNIVERSITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OR ENFORCEABILITY OF THE ASSIGNED PATENT, WHETHER ISSUED OR PENDING, THE CORRECTNESS OR COMPLETENESS OF INVENTORSHIP, OR THAT THE DESIGN, DEVELOPMENT, REPRODUCTION, MODIFICATION, OFFER FOR SALE, RENTING, LEASE, LENDING, LICENSE, PERFORMANCE, DISPLAY, MANUFACTURE, USE, IMPORTATION, SHIPPING, ADVERTISEMENT, LABELING, PROMOTION, MARKETING, DISTRIBUTION, PUBLIC DISPLAY, PUBLIC PERFORMANCE, SALE, OR PRACTICE OF THE ASSIGNED PATENT OR ANY INVENTION DESCRIBED THEREIN WILL NOT INFRINGE OR MISAPPROPRIATE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF ANY THIRD PARTY. THE ASSIGNED PATENT AND ANY INVENTION DESCRIBED THEREIN ARE DELIVERED "AS IS" IN EVERY RESPECT.

7. WITH RESPECT TO THE ASSIGNED PATENT AND ANY INVENTION DESCRIBED THEREIN, IN NO EVENT SHALL UNIVERSITY ITS CURRENT FORMER CURATORS, OFFICERS, EMPLOYEES, AND AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR

OTHERWISE, AND INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, ATTORNEYS' AND EXPERTS' FEES, REGARDLESS OF WHETHER UNIVERSITY MAY BE ADVISED, MAY HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

8. The parties agree that nothing in this AGREEMENT is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to UNIVERSITY under governmental or sovereign immunity laws from time to time applicable to UNIVERSITY.

ARTICLE 5 - Patent Costs and Maintenance Fees

AIR FORCE shall pay all U.S. and foreign fees or costs, including all patent application and prosecution fees and patent maintenance fees, licensing fees or commissions, and any other costs incurred by AIR FORCE relating to the ASSIGNED INVENTION.

AIR FORCE will not abandon any patent application or cease to pay maintenance fees on any patent on the ASSIGNED INVENTION without providing UNIVERSITY written notice at least sixty (60) days before the expiration of any time period in which action must be taken to prosecute the patent application or in which a maintenance fee must be paid without extra fee or surcharge. AIR FORCE further agrees, upon request and at no cost to the UNIVERSITY, to assign to UNIVERSITY or another party which the UNIVERSITY directs, the entire right, title and interest in the ASSIGNED INVENTION if the AIR FORCE intends to abandon or cease to maintain any patent application based on the ASSIGNED INVENTION.

ARTICLE 6 - Governing Law

The construction, validity, performance and effect of this AGREEMENT for all purposes shall be governed by the laws applicable to the Government of the United States.

ARTICLE 7 - Notice

All communications and notices required under this AGREEMENT shall be duly given if timely mailed by the U.S. Postal Service, first class mail, postage prepaid and addressed as follows:

- a. If to AIR FORCE:
SAF/GCQ
1500 Wilson Blvd., Suite 304
Arlington, VA 22209-2403

with a copy of such correspondence to:

(Servicing Legal Office Patent Counsel)

b. If to UNIVERSITY:

The Curators of the University of Missouri
 Office of Technology Management in Industry Relations
 1601 S. Providence Road, #124
 Columbia, Missouri 65211

In Witness Whereof, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

24 FEB 2017

DATE

UNITED STATES OF AMERICA

BY

DANIEL S. GODDARD, SES

TITLE Director, Information Directorate

THE CURATORS OF THE UNIVERSITY
 OF MISSOURI

Oct 10, 2016

DATE

BY

Robert W. Schwartz

TITLE: Interim Vice President, Academic
 Affairs, Research, and Economic
 Development

APPROVED
 AS TO
 LEGAL FORM
 2/5/16