

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5951068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REBEKAH MCKENNA	02/02/2020
MICHAEL MACHAS	01/24/2020
DAVID NIELSON	01/24/2020
RECEIVING PARTY DATA	
Name:	ARIZONA BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY
Street Address:	1475 NORTH SCOTTSDALE RD
Internal Address:	SUITE 200
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85257
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16633525
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	ann.sachet@quarles.com, patents@quarles.com
Correspondent Name:	QUARLES & BRADY LLP
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Address Line 2:	TWO NORTH CENTRAL AVENUE
Address Line 4:	PHOENIX, ARIZONA 85004
ATTORNEY DOCKET NUMBER:	112624.01145
NAME OF SUBMITTER:	ANN SACHET
SIGNATURE:	/Ann Sachet/.
DATE SIGNED:	02/06/2020
Total Attachments: 3	
source=M17_245L__Assignment_McKenna_signed#page1.tif	
source=M17-245L-US1-a Assignment (Machas signed)#page1.tif	

CONFIRMATORY ASSIGNMENT

SKYSONG ID: M17-245L-US1-a

WHEREAS, the undersigned inventors:

1. David Nielsen 508 E. Solana Dr. Tempe, AZ 85281	2. Michael Machas 4410 East Vista Drive Phoenix, AZ 85032	3. Rebekah McKenna 5120 E. Hampton Ave #1010 Mesa, AZ 85206	4. n/a
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(collectively, the "Assignors") have invented certain new, useful, nonobvious, and otherwise patentable subject matter concerning

Microbial Production of 2-Phenylethanol from Renewable Substrates

(the "Inventions") for which the following United States patent application is filed herewith or was filed in the United States Patent and Trademark Office: serial number 16/633,525 filed on January 23, 2020 (the "Assigned IP"). The term "Assigned IP" further includes (1) all patent applications that claim priority to or from the patent application referenced or identified in the preceding sentence, whether a provisional application, a utility application, a design application, or other application, as well as any patent application that has been filed or will be filed and otherwise discloses one or more of the Inventions, (2) all other right, title, and interest in and to the Inventions, including but not limited to all other patent rights, copyrights, trade secrets or know-how, priority rights, rights to sue for past, present, and future damages, and all other rights in and to the Inventions, and (3) all patents, inventor's certificates, and other forms of protection granted thereon in the United States, in foreign countries or regions, or under any international convention, agreement, protocol, or treaty, including those arising under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or otherwise.

WHEREAS, Arizona State University is the Assignors' employer and, in accordance with the Assignors' employment agreements, the Arizona Board of Regents Intellectual Property Policy (ABOR 6-908 as of the date of this assignment), and/or other employment obligations, the Arizona Board of Regents on behalf of Arizona State University (the "Assignee") already owns all right, title, and interest in and to the Inventions and the Assigned IP, including but not limited to all priority rights in, and all rights and entitlements to claim priority to and from, the Assigned IP.

WHEREAS, the Assignors are researchers employed by the Assignee who, in accordance with their employment agreements, Arizona Board of Regents Intellectual Property Policy, and/or other employment obligations: (1) have had an obligation to assign, and have in fact previously assigned to the Assignee, all right, title, and interest in the Inventions and the Assigned IP, including but not limited to all priority rights in, and all rights and entitlements to claim priority to and from, the Assigned IP, and (2) have an obligation to execute this confirmatory assignment for recordation purposes.

NOW, THEREFORE, in consideration of good and valuable consideration, including but not limited to Assignors' eligibility to personally benefit from the Assignee's Intellectual Property Management Implementation Policy (RSP 604 as of the date of this assignment):

- The Assignors do hereby sell, assign, transfer, and convey unto the Assignee the entire right, title, and interest (a) in and to the Inventions; (b) in and to the Assigned IP, including all priority rights in, and all rights and entitlements to claim priority to and from, any of the Assigned IP; (c) in and to each and every patent application that is a substitution, a continuation, a continuation-in-part, or a divisional, of any of the Assigned IP; (d) in and to each and every reissue, reexamination, renewal, or extension of any kind of any of the foregoing; (e) in and to each and every patent application of any kind filed outside the United States and corresponding to any of the foregoing, including but not limited to international (e.g., Patent Cooperation Treaty) applications; (f) in and to each and every patent or other form of protection, whether within or outside the United States, issuing or reissuing from any of the foregoing; and (g) in and to all claims for past, present, and future infringement of any of the Assigned IP, including all rights to sue for and to recover for the Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from any infringements of the Assigned IP.
- The Assignors will, at the Assignee's request and expense, execute all rightful oaths, assignments, powers of attorney, declarations, or other papers, or provide written or oral testimony, that Assignee deems necessary to carry out, in good faith, the intent and purpose of this assignment or to otherwise assist Assignee in establishing its ownership rights.
- The Assignors hereby request that any patents or other forms of protection issuing in the United States, foreign countries or regions, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee or its successors, assigns, or legal representatives for the sole use of the Assignee and its successors, assigns, or legal representatives.
- The terms and conditions of this assignment shall be binding upon the Assignors and their respective successors, assigns, and legal representatives.
- This instrument will be interpreted and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in physical or electronically transmitted individual counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignors have executed and delivered this instrument to the Assignee as of the dates written below:

1. **David Nielsen**

2. **Michael Machas**







3. **Rebekah McKenna**

Signature:
Date:

Signature:
Date:

Signature:
Date:


02 02 2020

CONFIRMATORY ASSIGNMENT			SKYSONG ID: M17-245L-US1-a			
WHEREAS, the undersigned inventors:						
1. David Nielsen 508 E. Solana Dr. Tempe, AZ 85281	2. Michael Machas 4410 East Vista Drive Phoenix, AZ 85032	3. Rebekah McKenna 5120 E. Hampton Ave #1010 Mesa, AZ 85206	4. n/a			
<p>(collectively, the “Assignors”) have invented certain new, useful, nonobvious, and otherwise patentable subject matter concerning</p> <p style="text-align: center;">Microbial Production of 2-Phenylethanol from Renewable Substrates</p> <p>(the “Inventions”) for which the following United States patent application is filed herewith or was filed in the United States Patent and Trademark Office: serial number <u>16/633,525</u> filed on <u>January 23, 2020</u> (the “Assigned IP”). The term “Assigned IP” further includes (1) all patent applications that claim priority to or from the patent application referenced or identified in the preceding sentence, whether a provisional application, a utility application, a design application, or other application, as well as any patent application that has been filed or will be filed and otherwise discloses one or more of the Inventions, (2) all other right, title, and interest in and to the Inventions, including but not limited to all other patent rights, copyrights, trade secrets or know-how, priority rights, rights to sue for past, present, and future damages, and all other rights in and to the Inventions, and (3) all patents, inventor's certificates, and other forms of protection granted thereon in the United States, in foreign countries or regions, or under any international convention, agreement, protocol, or treaty, including those arising under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or otherwise.</p> <p>WHEREAS, Arizona State University is the Assignors’ employer and, in accordance with the Assignors’ employment agreements, the Arizona Board of Regents Intellectual Property Policy (ABOR 6-908 as of the date of this assignment), and/or other employment obligations, the Arizona Board of Regents on behalf of Arizona State University (the “Assignee”) already owns all right, title, and interest in and to the Inventions and the Assigned IP, including but not limited to all priority rights in, and all rights and entitlements to claim priority to and from, the Assigned IP.</p> <p>WHEREAS, the Assignors are researchers employed by the Assignee who, in accordance with their employment agreements, Arizona Board of Regents Intellectual Property Policy, and/or other employment obligations: (1) have had an obligation to assign, and have in fact previously assigned to the Assignee, all right, title, and interest in the Inventions and the Assigned IP, including but not limited to all priority rights in, and all rights and entitlements to claim priority to and from, the Assigned IP, and (2) have an obligation to execute this confirmatory assignment for recordation purposes.</p> <p>NOW, THEREFORE, in consideration of good and valuable consideration, including but not limited to Assignors’ eligibility to personally benefit from the Assignee’s Intellectual Property Management Implementation Policy (RSP 604 as of the date of this assignment):</p> <ol style="list-style-type: none"> 1. The Assignors do hereby sell, assign, transfer, and convey unto the Assignee the entire right, title, and interest (a) in and to the Inventions; (b) in and to the Assigned IP, including all priority rights in, and all rights and entitlements to claim priority to and from, any of the Assigned IP; (c) in and to each and every patent application that is a substitution, a continuation, a continuation-in-part, or a divisional, of any of the Assigned IP; (d) in and to each and every reissue, reexamination, renewal, or extension of any kind of any of the foregoing; (e) in and to each and every patent application of any kind filed outside the United States and corresponding to any of the foregoing, including but not limited to international (e.g., Patent Cooperation Treaty) applications; (f) in and to each and every patent or other form of protection, whether within or outside the United States, issuing or reissuing from any of the foregoing; and (g) in and to all claims for past, present, and future infringement of any of the Assigned IP, including all rights to sue for and to recover for the Assignee’s own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from any infringements of the Assigned IP. 2. The Assignors will, at the Assignee’s request and expense, execute all rightful oaths, assignments, powers of attorney, declarations, or other papers, or provide written or oral testimony, that Assignee deems necessary to carry out, in good faith, the intent and purpose of this assignment or to otherwise assist Assignee in establishing its ownership rights. 3. The Assignors hereby request that any patents or other forms of protection issuing in the United States, foreign countries or regions, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee or its successors, assigns, or legal representatives for the sole use of the Assignee and its successors, assigns, or legal representatives. 4. The terms and conditions of this assignment shall be binding upon the Assignors and their respective successors, assigns, and legal representatives. 5. This instrument will be interpreted and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in physical or electronically transmitted individual counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. <p>IN WITNESS WHEREOF, the Assignors have executed and delivered this instrument to the Assignee as of the dates written below:</p> <table style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 33%; vertical-align: top;"> 1. David Nielsen Signature:  Date: 1/24/2020 </td> <td style="width: 33%; vertical-align: top;"> 2. Michael Machas Signature:  Date: 1/24/2020 </td> <td style="width: 33%; vertical-align: top;"> 3. Rebekah McKenna Signature: _____ Date: _____ </td> </tr> </table>				1. David Nielsen Signature:  Date: 1/24/2020	2. Michael Machas Signature:  Date: 1/24/2020	3. Rebekah McKenna Signature: _____ Date: _____
1. David Nielsen Signature:  Date: 1/24/2020	2. Michael Machas Signature:  Date: 1/24/2020	3. Rebekah McKenna Signature: _____ Date: _____				

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.