

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6046776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DANIEL WEBBER	05/22/2017
JAMI BJORNSTAD	04/28/2017
CASIMIR JOSEPH BOGNACKI	05/22/2017
JOSEPH MARSANO	09/10/2019
GEOFFREY F. FRANK	04/12/2017
KEVIN B. BLEACH	05/17/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
<b>Street Address:</b>	4 WORLD TRADE CENTER
<b>Internal Address:</b>	150 GREENWICH STREET, 23RD FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10007
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15179033
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)938-5200
<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>	
<b>Phone:</b>	6503357766
<b>Email:</b>	ldean@fenwick.com
<b>Correspondent Name:</b>	BRIANA WOBBE
<b>Address Line 1:</b>	FENWICK & WEST LLP
<b>Address Line 2:</b>	801 CALIFORNIA STREET
<b>Address Line 4:</b>	MOUNTAIN VIEW, CALIFORNIA 94041
<b>ATTORNEY DOCKET NUMBER:</b>	35128-43808/US
<b>NAME OF SUBMITTER:</b>	BRIANA WOBBE
<b>SIGNATURE:</b>	/Briana Wobbe/
<b>DATE SIGNED:</b>	04/03/2020

PATENT

**Total Attachments: 29**

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## INVENTION ASSIGNMENT AGREEMENT

INVENTION ASSIGNMENT AGREEMENT between The Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress of the United States, and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, 23<sup>rd</sup> Floor, New York, New York 10007 ("Employer"), and Daniel Webber, residing at 289 Varick Street, Jersey City, NJ 07302 ("Employee").

WHEREAS, Employee is currently employed by the Employer and has conceived of the Invention during the course of his current employment and work on Employer's EMAS Research and Development Project, authorized by Employer's Board of Commissioners in September 2006;

WHEREAS, Employer's and Employee's rights to the Invention are subject to Employer's Patent Policy set forth in (i) the Employer Resolution adopted on March 12, 1992, a copy of which is attached in Exhibit A, and (ii) the Employer Administrative Instruction, defining procedure in regard to patentable inventions, revised on March 16, 1999, a copy of which is attached in Exhibit B;

WHEREAS, Employee desires to assign the entire right, title, and interest in and to the Invention pursuant to the Employer's Patent Policy; and

WHEREAS, Employer desires an assignment of the entire right, title, and interest in and to the Invention and to control the prosecution of the Application.

NOW THEREFORE, for good and valuable consideration, including the consideration recited herein, the receipt of which is hereby acknowledged, the parties agree:

### ARTICLE I. DEFINITIONS

SECTION 1.1. **Defined Terms.** As used in this Agreement, terms defined in the preamble of this Agreement have the meanings set forth in the preamble, and the following terms have the meanings set forth below.

(a) "Affiliate" means any entity that, directly or indirectly, controls or is controlled by the Employer.

(b) "Agreement" means this Invention Assignment Agreement.

(c) "Application" means an application for patent in compliance with 35 U.S.C. § 111 that discloses and enables the Invention.

(d) "EMAS" means Engineered Material Arrestor System.

(e) "Invention" means any and all of the Employee's current and future concepts, developments, and improvements relating to a process for an Engineered Material Arrestor System

as described in the patent application filed by Employer (US Application No. 15/179,033), a copy of which is attached in Exhibit C.

## ARTICLE 2. GRANT OF RIGHTS

**Section 2.1. Assignment of Right, Title, and Interest in the Invention to Employer.** Employee hereby assigns the entire right, title, and interest in and to the Invention and related know-how and software to the Employer. To the extent any copyrightable subject matter noted in Section 3.3 below is not a "work made for hire," Employee hereby assigns all right, title and interest therein (including, without limitation, all extensions, renewals and rights to the same) to Employer.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE

The Employee represents and warrants to the Employer as follows:

**Section 3.1. Joint Inventor.** Employee is a joint inventor of the Invention.

**Section 3.2. Opportunity to Seek Independent Legal Advice.** Employee had the opportunity to seek review of this Agreement by his own independent counsel; Employer encouraged Employee to seek such independent review.

**Section 3.3. Ownership of Copyrights.** Any copyrightable subject matter prepared by Employee relating to the Invention, including but not limited to software, will be considered a "work made for hire" within the meaning of the copyright laws of the United States of America (17 U.S.C. § 101 *et seq.*), or similar laws, with initial ownership of such subject matter vesting in the Employer.

## ARTICLE 4. COVENANTS OF THE EMPLOYEE

**Section 4.1. Full Disclosure and Support.** Employee shall disclose all existing materials, things, know-how, and software relating to the Invention to Employer. Employee shall communicate to Employer any facts known to Employee relating to the Invention, including any known prior art to the Invention, and testify in any legal proceedings, sign all lawful papers, execute all provisional, non-provisional, divisional, continuing, and reissue applications, make all rightful oaths, and generally aid the Employer, its successors, assigns, or nominees to obtain and enforce proper patent or other protection for the Invention in any and all countries. Employee acknowledges that failure to comply with this section is a material breach of the Agreement.

**Section 4.2. Patent Application Assignments.** Employee shall and hereby does assign to the Employer the entire right, title, and interest in and to the Invention and any and all improvements thereon and to any and all applications for patent describing the invention in the

United States and its territorial possessions, and any and all other countries, including all provisional, non-provisional, divisions, continuations, reissues, renewals, and extensions thereof and all rights of priority resulting from the filing of said applications for patent and authorize and request any official whose duty it is to issue patents to issue any patent on said Invention and any and all improvements thereon to Employer, or its successors, assigns, or nominees, to have and to hold the same to the full end of the term or terms for which any and all of said patents may be granted.

**Section 4.3. Ownership.** Employee shall not contest the ownership of the Invention or related know-how.

**Section 4.4. Confidentiality.** Employee shall maintain the confidentiality of the Invention by not disclosing anything relating to the Invention to others without requesting and receiving the Employer's written consent.

## ARTICLE 5. MISCELLANEOUS

**Section 5.1. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this Agreement is inconsistent with any prior agreement(s) between the parties, the terms of this agreement are to control.

### **Section 5.2. Assignment.**

(a) Neither party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) Notwithstanding Section 6.2(a), the Employer may assign its rights or obligations hereunder to any Affiliates or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer at any time and without the prior written consent of the Employee.

**Section 5.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**Section 5.4. Headings.** The headings contained in this Agreement are included for convenience and reference purposes only and shall be given no effect in the construction or interpretation of this Agreement.

**Section 5.5. Amendments.** No modification, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

**Section 5.6. Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 5.7. Notice. Any notice required herein shall be deemed sufficient and given if mailed by registered mail or overnight courier and delivered to the address set forth for each party in the preamble above, or such other address as either party may subsequently notify to the other party in writing.

Section 5.8. Employer Discretion to Discontinue Pursuit of Applications for Patent. Employer, as assignee of the Invention, reserves the right at its sole discretion to discontinue pursuit of any and all applications for patent resulting from the Application provided Employer has a good faith and reasonable belief that further pursuit would not result in advantageous patent rights. Employer further reserves the right at its sole discretion to offer to assign the Invention to Employee or grant Employee a license to the Invention.


Section 5.9. Personal Liability.

No director, officer, commissioner, member, agent, or employee of the Employer shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

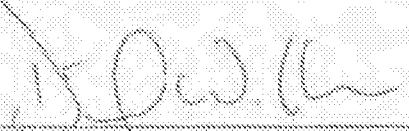
IN WITNESS WHEREOF, the parties have executed this Agreement on <sup>May</sup> ~~April~~ 22, 2017.

EMPLOYER

The Port Authority of New York and New Jersey

By:   
Stephanie Dawson  
Chief Operating Officer  
The Port Authority of New York and New Jersey

EMPLOYEE

By:   
Daniel Webber

## INVENTION ASSIGNMENT AGREEMENT

INVENTION ASSIGNMENT AGREEMENT between The Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress of the United States, and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, 23<sup>rd</sup> Floor, New York, New York 10007 ("Employer"), and Jami Bjornstad, residing at 28 Woodrow Wilson Drive, Edison, NJ 08820 ("Employee").

WHEREAS, Employee is currently employed by the Employer and has conceived of the Invention during the course of her current employment and work on Employer's EMAS Research and Development Project, authorized by Employer's Board of Commissioners in September 2006;

WHEREAS, Employer's and Employee's rights to the Invention are subject to Employer's Patent Policy set forth in (i) the Employer Resolution adopted on March 12, 1992, a copy of which is attached in Exhibit A, and (ii) the Employer Administrative Instruction, defining procedure in regard to patentable inventions, revised on March 16, 1999, a copy of which is attached in Exhibit B;

WHEREAS, Employee desires to assign the entire right, title, and interest in and to the Invention pursuant to the Employer's Patent Policy; and

WHEREAS, Employer desires an assignment of the entire right, title, and interest in and to the Invention and to control the prosecution of the Application.

NOW THEREFORE, for good and valuable consideration, including the consideration recited herein, the receipt of which is hereby acknowledged, the parties agree:

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(a) "Affiliate" means any entity that, directly or indirectly, controls or is controlled by the Employer.

(b) "Agreement" means this Invention Assignment Agreement.

(c) "Application" means an application for patent in compliance with 35 U.S.C. § 111 that discloses and enables the Invention.

(d) "EMAS" means Engineered Material Arrestor System.

(e) "Invention" means any and all of the Employee's current and future concepts, developments, and improvements relating to a process for an Engineered Material Arrestor System

as described in the patent application filed by Employer (US Application No. 15/179,033), a copy of which is attached in Exhibit C.

## ARTICLE 2. GRANT OF RIGHTS

**Section 2.1. Assignment of Right, Title, and Interest in the Invention to Employer.** Employee hereby assigns the entire right, title, and interest in and to the Invention and related know-how and software to the Employer. To the extent any copyrightable subject matter noted in Section 3.3 below is not a "work made for hire," Employee hereby assigns all right, title and interest therein (including, without limitation, all extensions, renewals and rights to the same) to Employer.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE

The Employee represents and warrants to the Employer as follows:

**Section 3.1. Joint Inventor.** Employee is a joint inventor of the Invention.

**Section 3.2. Opportunity to Seek Independent Legal Advice.** Employee had the opportunity to seek review of this Agreement by her own independent counsel; Employer encouraged Employee to seek such independent review.

**Section 3.3. Ownership of Copyrights.** Any copyrightable subject matter prepared by Employee relating to the Invention, including but not limited to software, will be considered a "work made for hire" within the meaning of the copyright laws of the United States of America (17 U.S.C. § 101 *et seq.*), or similar laws, with initial ownership of such subject matter vesting in the Employer.

## ARTICLE 4. COVENANTS OF THE EMPLOYEE

**Section 4.1. Full Disclosure and Support.** Employee shall disclose all existing materials, things, know-how, and software relating to the Invention to Employer. Employee shall communicate to Employer any facts known to Employee relating to the Invention, including any known prior art to the Invention, and testify in any legal proceedings, sign all lawful papers, execute all provisional, non-provisional, divisional, continuing, and reissue applications, make all rightful oaths, and generally aid the Employer, its successors, assigns, or nominees to obtain and enforce proper patent or other protection for the Invention in any and all countries. Employee acknowledges that failure to comply with this section is a material breach of the Agreement.

**Section 4.2. Patent Application Assignments.** Employee shall and hereby does assign to the Employer the entire right, title, and interest in and to the Invention and any and all improvements thereon and to any and all applications for patent describing the invention in the



United States and its territorial possessions, and any and all other countries, including all provisional, non-provisional, divisions, continuations, reissues, renewals, and extensions thereof and all rights of priority resulting from the filing of said applications for patent and authorize and request any official whose duty it is to issue patents to issue any patent on said Invention and any and all improvements thereon to Employer, or its successors, assigns, or nominees, to have and to hold the same to the full end of the term or terms for which any and all of said patents may be granted.

**Section 4.3. Ownership.** Employee shall not contest the ownership of the Invention or related know-how.

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## ARTICLE 5. MISCELLANEOUS

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(a) Neither party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) Notwithstanding Section 6.2(a), the Employer may assign its rights or obligations hereunder to any Affiliates or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer at any time and without the prior written consent of the Employee.

**Section 5.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**Section 5.4. Headings.** The headings contained in this Agreement are included for convenience and reference purposes only and shall be given no effect in the construction or interpretation of this Agreement.

**Section 5.5. Amendments.** No modification, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

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**Section 5.8. Employer Discretion to Discontinue Pursuit of Applications for Patent.** Employer, as assignee of the Invention, reserves the right at its sole discretion to discontinue pursuit of any and all applications for patent resulting from the Application provided Employer has a good faith and reasonable belief that further pursuit would not result in advantageous patent rights. Employer further reserves the right at its sole discretion to offer to assign the Invention to Employee or grant Employee a license to the Invention.


**Section 5.9. Personal Liability.**

No director, officer, commissioner, member, agent, or employee of the Employer shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on April 28, 2017.

**EMPLOYER**

The Port Authority of New York and New Jersey

By:   
Stephanie Dawson  
Chief Operating Officer  
The Port Authority of New York and New Jersey

**EMPLOYEE**

By:   
Jami Bjornstad

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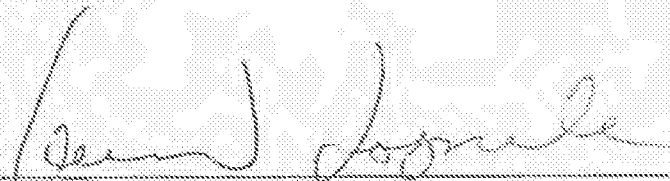
IN WITNESS WHEREOF, the parties have executed this Agreement on <sup>May</sup> April 20, 2017.

**EMPLOYER**

The Port Authority of New York and New Jersey

By:   
Stephanie Dawson  
Chief Operating Officer  
The Port Authority of New York and New Jersey

**EMPLOYEE**

By:   
Casimir Joseph Bognacki

## INVENTION ASSIGNMENT AGREEMENT

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**WHEREAS**, Employee is formerly employed by the Employer and has conceived of the Invention during the course of his former employment and work on Employer's EMAS Research and Development Project, authorized by Employer's Board of Commissioners in September 2006;

**WHEREAS**, Employer's and Employee's rights to the Invention are subject to Employer's Patent Policy set forth in (i) the Employer Resolution adopted on March 12, 1992, a copy of which is attached in Exhibit A, and (ii) the Employer Administrative Instruction, defining procedure in regard to patentable inventions, revised on March 16, 1999, a copy of which is attached in Exhibit B;

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Employee hereby assigns the entire right, title, and interest in and to the Invention and related know-how and software to the Employer. To the extent any copyrightable subject matter noted in Section 3.3 below is not a "work made for hire," Employee hereby assigns all right, title and interest therein (including, without limitation, all extensions, renewals and rights to the same) to Employer.

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The Employee represents and warrants to the Employer as follows:

**Section 3.1. Joint Inventor.** Employee is a joint inventor of the Invention.

**Section 3.2. Opportunity to Seek Independent Legal Advice.** Employee had the opportunity to seek review of this Agreement by his own independent counsel; Employer encouraged Employee to seek such independent review.

**Section 3.3. Ownership of Copyrights.** Any copyrightable subject matter prepared by Employee relating to the Invention, including but not limited to software, will be considered a "work made for hire" within the meaning of the copyright laws of the United States of America (17 U.S.C. § 101 *et seq.*), or similar laws, with initial ownership of such subject matter vesting in the Employer.

### ARTICLE 4. COVENANTS OF THE EMPLOYEE

**Section 4.1. Full Disclosure and Support.** Employee shall disclose all existing materials, things, know-how, and software relating to the Invention to Employer. Employee shall communicate to Employer any facts known to Employee relating to the Invention, including any known prior art to the Invention, and testify in any legal proceedings, sign all lawful papers, execute all provisional, non-provisional, divisional, continuing, and reissue applications, make all rightful oaths, and generally aid the Employer, its successors, assigns, or nominees to obtain and enforce proper patent or other protection for the Invention in any and all countries. Employee acknowledges that failure to comply with this section is a material breach of the Agreement.

**Section 4.2. Patent Application Assignments.** Employee shall and hereby does assign to the Employer the entire right, title, and interest in and to the Invention and any and all improvements thereon and to any and all applications for patent describing the invention in the United States and its territorial possessions, and any and all other countries, including all provisional, non-provisional, divisions, continuations, reissues, renewals, and extensions thereof and all rights of priority resulting from the filing of said applications for patent and authorize and request any official whose duty it is to issue patents to issue any patent on said Invention and any and all improvements thereon to Employer, or its successors, assigns, or nominees, to have and to hold the same to the full end of the term or terms for which any and all of said patents may be granted.

**Section 4.3. Ownership.** Employee shall not contest the ownership of the Invention or related know-how.

**Section 4.4. Confidentiality.** Employee shall maintain the confidentiality of the Invention by not disclosing anything relating to the Invention to others without requesting and receiving the Employer's written consent.

### ARTICLE 5. MISCELLANEOUS

**Section 5.1. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this Agreement is inconsistent with any prior agreement(s) between the parties, the terms of this agreement are to control.

**Section 5.2. Assignment.**

(a) Neither party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.



(b) Notwithstanding Section 6.2(a), the Employer may assign its rights or obligations hereunder to any Affiliates or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer at any time and without the prior written consent of the Employee.

**Section 5.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**Section 5.4. Headings.** The headings contained in this Agreement are included for convenience and reference purposes only and shall be given no effect in the construction or interpretation of this Agreement.

**Section 5.5. Amendments.** No modification, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

**Section 5.6. Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 5.7. Notice.** Any notice required herein shall be deemed sufficient and given if mailed by registered mail or overnight courier and delivered to the address set forth for each party in the preamble above, or such other address as either party may subsequently notify to the other party in writing.

**Section 5.8. Employer Discretion to Discontinue Pursuit of Applications for Patent.** Employer, as assignee of the Invention, reserves the right at its sole discretion to discontinue pursuit of any and all applications for patent resulting from the Application provided Employer has a good faith and reasonable belief that further pursuit would not result in advantageous patent rights. Employer further reserves the right at its sole discretion to offer to assign the Invention to Employee or grant Employee a license to the Invention.

**Section 5.9. Personal Liability.**

No director, officer, commissioner, member, agent, or employee of the Employer shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

2019.

IN WITNESS WHEREOF, the parties have executed this Agreement on <sup>September</sup> August 10,

**EMPLOYER**

The Port Authority of New York and New Jersey

By: Huntley Lawrence  
Huntley Lawrence  
Director, Aviation Department

**EMPLOYEE**

By: Joseph Marsano  
Joseph Marsano

## INVENTION ASSIGNMENT AGREEMENT

INVENTION ASSIGNMENT AGREEMENT between The Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress of the United States, and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, 23<sup>rd</sup> Floor, New York, New York 10007 ("PANYNJ"), and Geoffrey J. Frank, residing at 1149 Rubicon Road, Dayton, OH 45409 ("Consultant").

WHEREAS, Consultant, as a Senior Research Engineer at University of Dayton Research Institute retained under PANYNJ Contract No. 426-06-018 ("Consultant Contract"), conceived of the Invention during the course of his work on PANYNJ's EMAS Research and Development Project under the Consultant Contract;

WHEREAS, Consultant's work prepared or compiled in connection with the Consultant Contract is the exclusive property of PANYNJ and includes the right to obtain and hold in PANYNJ's name any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work;

WHEREAS, Consultant desires to assign the entire right, title, and interest in and to the Invention pursuant to the Consultant Contract; and

WHEREAS, PANYNJ desires an assignment of the entire right, title, and interest in and to the Invention and to control the prosecution of the Application.

NOW THEREFORE, for good and valuable consideration, including the consideration recited herein, the receipt of which is hereby acknowledged, the parties agree:

### ARTICLE I. DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Agreement, terms defined in the preamble of this Agreement have the meanings set forth in the preamble, and the following terms have the meanings set forth below.

(a) "Affiliate" means any entity that, directly or indirectly, controls or is controlled by the PANYNJ.

(b) "Agreement" means this Invention Assignment Agreement.

(c) "Application" means an application for patent in compliance with 35 U.S.C. § 111 that discloses and enables the Invention.

(d) "EMAS" means Engineered Material Arrestor System.

(e) "Invention" means any and all of the Consultant's current and future concepts, developments, and improvements relating to a process for an Engineered Material Arrestor

System as described in the patent application filed by PANYNJ (US Application No. 15/179,033), a copy of which is attached as Exhibit A.

## ARTICLE 2. GRANT OF RIGHTS

**Section 2.1. Assignment of Right, Title, and Interest in the Invention to PANYNJ.** Consultant hereby assigns the entire right, title, and interest in and to the Invention and related know-how and software to the PANYNJ. To the extent any copyrightable subject matter noted in Section 3.3 below is not a "work made for hire," Consultant hereby assigns all right, title and interest therein (including, without limitation, all extensions, renewals and rights to the same) to PANYNJ.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE CONSULTANT

The Consultant represents and warrants to the PANYNJ as follows:

**Section 3.1. Joint Inventor.** Consultant is a joint inventor of the Invention.

**Section 3.2. Opportunity to Seek Independent Legal Advice.** Consultant had the opportunity to seek review of this Agreement by his own independent counsel; PANYNJ encouraged Consultant to seek such independent review.

**Section 3.3. Ownership of Copyrights.** Any copyrightable subject matter prepared by Consultant relating to the Invention, including but not limited to software, will be considered a "work made for hire" within the meaning of the copyright laws of the United States of America (17 U.S.C. § 101 *et seq.*), or similar laws, with initial ownership of such subject matter vesting in the PANYNJ.

## ARTICLE 4. COVENANTS OF THE CONSULTANT

**Section 4.1. Full Disclosure and Support.** Consultant shall disclose all existing materials, things, know-how, and software relating to the Invention to PANYNJ. Consultant shall communicate to PANYNJ any facts known to Consultant relating to the Invention, including any known prior art to the Invention, and testify in any legal proceedings, sign all lawful papers, execute all provisional, non-provisional, divisional, continuing, and reissue applications, make all rightful oaths, and generally aid the PANYNJ, its successors, assigns, or nominees to obtain and enforce proper patent or other protection for the Invention in any and all countries. Consultant acknowledges that failure to comply with this section is a material breach of the Agreement.

**Section 4.2. Patent Application Assignments.** Consultant shall and hereby does assign to the PANYNJ the entire right, title, and interest in and to the Invention and any and all improvements thereon and to any and all applications for patent describing the invention in the United States and its territorial possessions, and any and all other countries, including all

provisional, non-provisional, divisions, continuations, reissues, renewals, and extensions thereof and all rights of priority resulting from the filing of said applications for patent and authorize and request any official whose duty it is to issue patents to issue any patent on said Invention and any and all improvements thereon to PANYNJ, or its successors, assigns, or nominees, to have and to hold the same to the full end of the term or terms for which any and all of said patents may be granted.

**Section 4.3. Ownership.** Consultant shall not contest the ownership of the Invention or related know-how.

**Section 4.4. Confidentiality.** Consultant shall maintain the confidentiality of the Invention by not disclosing anything relating to the Invention to others without requesting and receiving the PANYNJ's written consent.

## ARTICLE 5. MISCELLANEOUS

**Section 5.1. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this Agreement is inconsistent with any prior agreement(s) between the parties, the terms of this agreement are to control.

### **Section 5.2. Assignment.**

(a) Neither party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) Notwithstanding Section 5.2(a), the PANYNJ may assign its rights or obligations hereunder to any Affiliates or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the PANYNJ at any time and without the prior written consent of the Consultant.

**Section 5.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**Section 5.4. Headings.** The headings contained in this Agreement are included for convenience and reference purposes only and shall be given no effect in the construction or interpretation of this Agreement.

**Section 5.5. Amendments.** No modification, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

**Section 5.6. Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 5.7. Notice. Any notice required herein shall be deemed sufficient and given if mailed by registered mail or overnight courier and delivered to the address set forth for each party in the preamble above, or such other address as either party may subsequently notify to the other party in writing.

Section 5.8. PANYNJ Discretion to Discontinue Pursuit of Applications for Patent. PANYNJ, as assignee of the Invention, reserves the right at its sole discretion to discontinue pursuit of any and all applications for patent resulting from the Application provided PANYNJ has a good faith and reasonable belief that further pursuit would not result in advantageous patent rights. PANYNJ further reserves the right at its sole discretion to offer to assign the Invention to Consultant or grant Consultant a license to the Invention.

Section 5.9. Personal Liability.

No director, officer, commissioner, member, agent, or Consultant of the PANYNJ shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on April 12, 2017.

PANYNJ

The Port Authority of New York and New Jersey

By: 

Stephanie Dawson  
Chief Operating Officer  
The Port Authority of New York and New Jersey

CONSULTANT

By: 

Geoffrey J. Frank

4/12/2017

## INVENTION ASSIGNMENT AGREEMENT

**INVENTION ASSIGNMENT AGREEMENT** between The Port Authority of New York and New Jersey, a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress of the United States, and having an office and place of business at 4 World Trade Center, 150 Greenwich Street, 23<sup>rd</sup> Floor, New York, New York 10007 ("Employer"), and Kevin B. Bleach, residing at 55 Knollwood Drive, New Providence, NJ 07974 ("Employee").

**WHEREAS**, Employee was formerly employed by the Employer and has conceived of the Invention during the course of his former employment and work on Employer's EMAS Research and Development Project, authorized by Employer's Board of Commissioners in September 2006;

**WHEREAS**, Employer's and Employee's rights to the Invention are subject to Employer's Patent Policy set forth in (i) the Employer Resolution adopted on March 12, 1992, a copy of which is attached in Exhibit A, and (ii) the Employer Administrative Instruction, defining procedure in regard to patentable inventions, revised on March 16, 1999, a copy of which is attached in Exhibit B;

**WHEREAS**, Employee desires to assign the entire right, title, and interest in and to the Invention pursuant to the Employer's Patent Policy; and

**WHEREAS**, Employer desires an assignment of the entire right, title, and interest in and to the Invention and to control the prosecution of the Application.

**NOW THEREFORE**, for good and valuable consideration, including the consideration recited herein, the receipt of which is hereby acknowledged, the parties agree:

### ARTICLE 1. DEFINITIONS

**SECTION 1.1. Defined Terms.** As used in this Agreement, terms defined in the preamble of this Agreement have the meanings set forth in the preamble, and the following terms have the meanings set forth below.

(a) "Affiliate" means any entity that, directly or indirectly, controls or is controlled by the Employer.

(b) "Agreement" means this Invention Assignment Agreement.

(c) "Application" means an application for patent in compliance with 35 U.S.C. § 111 that discloses and enables the Invention.

(d) "EMAS" means Engineered Material Arrestor System.

(e) "Invention" means any and all of the Employee's current and future concepts, developments, and improvements relating to a process for an Engineered Material Arrestor System as described in the patent application filed by Employer (US Application No. 15/179,033), a copy of which is attached in Exhibit C.

## ARTICLE 2. GRANT OF RIGHTS

**Section 2.1. Assignment of Right, Title, and Interest in the Invention to Employer.** Employee hereby assigns the entire right, title, and interest in and to the Invention and related know-how and software to the Employer. To the extent any copyrightable subject matter noted in Section 3.3 below is not a "work made for hire," Employee hereby assigns all right, title and interest therein (including, without limitation, all extensions, renewals and rights to the same) to Employer.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE EMPLOYEE

The Employee represents and warrants to the Employer as follows:

**Section 3.1. Joint Inventor.** Employee is a joint inventor of the Invention.

**Section 3.2. Opportunity to Seek Independent Legal Advice.** Employee had the opportunity to seek review of this Agreement by his own independent counsel; Employer encouraged Employee to seek such independent review.

**Section 3.3. Ownership of Copyrights.** Any copyrightable subject matter prepared by Employee relating to the Invention, including but not limited to software, will be considered a "work made for hire" within the meaning of the copyright laws of the United States of America (17 U.S.C. § 101 *et seq.*), or similar laws, with initial ownership of such subject matter vesting in the Employer.

## ARTICLE 4. COVENANTS OF THE EMPLOYEE

**Section 4.1. Full Disclosure and Support.** Employee shall disclose all existing materials, things, know-how, and software relating to the Invention to Employer. Employee shall communicate to Employer any facts known to Employee relating to the Invention, including any known prior art to the Invention, and testify in any legal proceedings, sign all lawful papers, execute all provisional, non-provisional, divisional, continuing, and reissue applications, make all rightful oaths, and generally aid the Employer, its successors, assigns, or nominees to obtain and enforce proper patent or other protection for the Invention in any and all countries. Employee acknowledges that failure to comply with this section is a material breach of the Agreement.

**Section 4.2. Patent Application Assignments.** Employee shall and hereby does assign to the Employer the entire right, title, and interest in and to the Invention and any and all improvements thereon and to any and all applications for patent describing the invention in the United States and its territorial possessions, and any and all other countries, including all provisional, non-provisional, divisions, continuations, reissues, renewals, and extensions thereof and all rights of priority resulting from the filing of said applications for patent and authorize and request any official whose duty it is to issue patents to issue any patent on said Invention and any and all improvements thereon to Employer, or its successors, assigns, or nominees, to have and to hold the same to the full end of the term or terms for which any and all of said patents may be granted.

**Section 4.3. Ownership.** Employee shall not contest the ownership of the Invention or related know-how.

**Section 4.4. Confidentiality.** Employee shall maintain the confidentiality of the Invention by not disclosing anything relating to the Invention to others without requesting and receiving the Employer's written consent.

## ARTICLE 5. MISCELLANEOUS

**Section 5.1. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this Agreement is inconsistent with any prior agreement(s) between the parties, the terms of this agreement are to control.

### **Section 5.2. Assignment.**

(a) Neither party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) Notwithstanding Section 6.2(a), the Employer may assign its rights or obligations hereunder to any Affiliates or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer at any time and without the prior written consent of the Employee.

**Section 5.3. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**Section 5.4. Headings.** The headings contained in this Agreement are included for convenience and reference purposes only and shall be given no effect in the construction or interpretation of this Agreement.

**Section 5.5. Amendments.** No modification, termination or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by both parties hereto.



**Section 5.6. Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 5.7. Notice.** Any notice required herein shall be deemed sufficient and given if mailed by registered mail or overnight courier and delivered to the address set forth for each party in the preamble above, or such other address as either party may subsequently notify to the other party in writing.

**Section 5.8. Employer Discretion to Discontinue Pursuit of Applications for Patent.** Employer, as assignee of the Invention, reserves the right at its sole discretion to discontinue pursuit of any and all applications for patent resulting from the Application provided Employer has a good faith and reasonable belief that further pursuit would not result in advantageous patent rights. Employer further reserves the right at its sole discretion to offer to assign the Invention to Employee or grant Employee a license to the Invention.

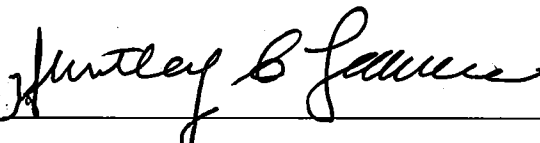
**Section 5.9. Personal Liability.**

No director, officer, commissioner, member, agent, or employee of the Employer shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on <sup>May</sup>~~April~~ 17, 2017.

**EMPLOYER**

The Port Authority of New York and New Jersey

By:   
Huntley Lawrence  
Director, Aviation Department  
The Port Authority of New York and New Jersey

**EMPLOYEE**

By:   
Kevin B. Bleach

### Employee Patent Policy Modifications

The present employee patent policy was established by the Board in February 1936 and formally elaborated on by the Executive Director in June 1979.

The policy further provides that in some cases the Port Authority may (1) assume the cost of obtaining a patent on an employee's invention and then take an assignment of the patent from the employee.

Analysis of this policy indicates two areas which require modification to make the policy appropriate today.

To insure compliance with the revised policy, it is recommended that the Executive Director be authorized to issue, from time to time, rules, regulations and procedures to implement the revised policy, including rules, regulations and procedures requiring all employees making patentable inventions or discoveries to periodically disclose to the Port Authority all royalties and other revenues received by the employee on account of such an invention or discovery.

The employee patent policy as modified will better serve the financial needs of the Port Authority and better conform the Port Authority's policy to those of most public agencies of the States of New York and New Jersey (the majority of which take full ownership and rights in employee inventions), while preserving a valuable incentive and reward for employee initiative in the area of research and development.

Pursuant to the foregoing report, the following resolution was unanimously adopted:

**RESOLVED**, that the policy of the Port Authority (as previously set forth in the resolution of the Board of February 27, 1936) with regard to patentable inventions or discoveries of Port Authority employees made in connection with their duties as such employees or as a result of special knowledge gained as such employees, is hereby modified to provide that:



**RESOLVED**, that such modifications in policy shall be in force only from the time this resolution shall become effective, at which time the resolution of February 12, 1936, shall be superseded and, except as provided herein, of no further force and effect; and it is further,

**RESOLVED**, that the Executive Director be and he hereby is authorized, from time to time, to issue rules, regulations and procedures to implement the revised policy, including rules, regulations or procedures to require that employees making such patentable inventions and discoveries shall periodically disclose to the Port Authority all royalties and all other revenues with regard to such patentable inventions and discoveries.



**Office of the Executive Director**

Revised: March 16, 1999

**PATENTS**

I. Introduction

This Administrative Instruction defines Port Authority procedure in regard to patentable inventions by Port Authority employees conceived and developed by them in the course of their duties; and to patentable inventions by outsiders resulting from the disclosure to them of ideas conceived by Port Authority employees in the course of or in connection with their duties.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IV. Disclosure of Ideas by Port Authority Employees

- A. In the course of his or her duties, a Port Authority employee may conceive an idea for new or unusual materials, equipment or processes to fill the requirements of a Port Authority project. There may be circumstances where it is desirable to turn over the idea to someone outside the Port Authority to develop. However, before disclosing the idea to an outsider, steps must be taken to protect the interests of the Port Authority. This will avoid a situation in which the outsider who perfects the idea the Port Authority gave him may patent the resulting invention and then exact a royalty from the Port Authority for its use.
  
- B. Accordingly, whenever a Port Authority employee in the course of his or her duties conceives an idea for a new or unusual material, piece of equipment or process, the idea shall not be disclosed to anyone outside the employ of the Port Authority until the employee's department director or designee has consulted with the Law Department. An idea for a material, a piece of equipment or process shall be considered new or unusual if the material, equipment or end result of the process to which it relates cannot be readily purchased in the open market. The Law Department will investigate the patent situation, and if it appears that any patent rights might be obtained,

an appropriate agreement will be prepared insuring to the Port Authority the right to make, have made, use and sell any patentable invention which may result from the disclosure. When the appropriate agreement has been executed, the idea may be disclosed. Verbal assurances of outsiders to whom disclosures are to be made shall never be accepted in lieu of the above-mentioned agreement.

**DISCLAIMER**

Although issued in revised format, the information contained in these Administrative Instructions (AIs) reflects the content of previously issued Administrative Policy Statements (APs) and, in certain limited instances, Port Authority Instructions (PAIs). The rules set forth in these AIs will remain in effect until changing conditions require their revision. This body of instructions is not intended to be exhaustive with respect to all the responsibilities of employees and it does not constitute a contract. These AIs will be updated from time to time to reflect changes or additions as appropriate, at the direction of the Executive Director.