#### 506134111 07/01/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6180838

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/20/2012	

### **CONVEYING PARTY DATA**

Name	Execution Date
BIRKELAND CURRENT LLC	04/14/2020

### **RECEIVING PARTY DATA**

Name:	BAYLOR UNIVERSITY	
Street Address:	213 PAT NEFF HALL, ONE BEAR PLACE	
Internal Address:	BOX 97034	
City:	WACO	
State/Country:	TEXAS	
Postal Code:	76798-7034	

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

Property Type	Number
Application Number:	16915396

### CORRESPONDENCE DATA

Fax Number: (214)661-6604

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.

Phone: 2149535990

Email: crourkipdocket@jw.com JACKSON WALKER LLP Correspondent Name: Address Line 1: HOUSTON IP DEPARTMENT Address Line 2: 1401 MCKINNEY ST., SUITE 1900

Address Line 4: HOUSTON, TEXAS 77010

ATTORNEY DOCKET NUMBER:	208614.00275 (3OF3)	
NAME OF SUBMITTER: CHRISTOPHER J. ROURK		
SIGNATURE:	/Christopher J. Rourk/	
<b>DATE SIGNED:</b> 07/01/2020		

#### **Total Attachments: 3**

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**PATENT REEL: 053098 FRAME: 0403** 506134111

## NUNC PRO TUNC ASSIGNMENT OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, BIRKELAND CURRENT LLC, Suite 2265, 100 Research Parkway, Waco, Texas 76704, hereafter "Assignor," has the entire and exclusive right, title and interest in and to the Intellectual Property (defined below) of its inventor, John E. Fitch, by assignment from same in the one or more applications for patent described below (hereafter collectively "Application"); and

Country	Application No.	Title
U.S. Provisional	61/613,482	Method And System For Non-Destructive
	filed March 20, 2012	Testing Of Composites
PCT International	PCT/US2013/033187	Method And System For Non-Destructive
	filed March 20, 2013	Testing Of Composites
U.S. Nonprovisional	14/386,449	Method And System For Non-Destructive
-	filed September 19, 2014	Testing Of Composites
U.S. Provisional	62/047,524	Method And System For Non-Destructive
filed So	filed September 8, 2014	Testing Of Curved Composites
U.S. Nonprovisional	14/848,009	Method And System For Non-Destructive
filed September 8		Testing Of Curved Composites

WHEREAS, BAYLOR UNIVERSITY, 213 Pat Neff Hall, One Bear Place, Box 97034, Waco, Texas 76798-7034, hereafter "Assignee," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the subject matter disclosed and claimed in the Application, including any tangible materials, know-how and trade secrets related thereto (hereafter, collectively, the "Invention"); and the entire and exclusive right, title, interest in and to, and possession of, the Application, including rights to claim priority thereto, and to all related pending and future United States and/or foreign applications disclosing or claiming the Invention in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof, and to all patents or other related property rights that may be issued or granted thereon anywhere in the world (hereafter, collectively, the "Intellectual Property");

NOW, THEREFORE, with an effective date of March 20, 2012, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to the extent not

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PATENT REEL: 053098 FRAME: 0404

Attorney Docket No. 208614.00147 (0025377-016US) 208614.00138 (0025377-008US)

already assigned by Assignor to Assignee by prior written agreement, Assignor has hereby assigned, transferred and conveyed, or hereby ratified such, and does hereby assign, transfer and convey, or does hereby ratify such, to Assignee, its successors and assigns, it's entire right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, throughout the world, including without limitation, the right to file and prosecute applications for patent in the name of Assignee and/or Assignor; all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right that is based on the Intellectual Property; and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer and assignment had not been made;

AND Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign country patent or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same:

AND Assignor hereby represents, warrants and covenants that it has the full right to convey the interest herein assigned, that it has not executed and will not execute any agreement, instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignor further covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Intellectual Property, and that Assignor will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said Application or any resulting patent or related property right;

AND Assignor further covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Invention, Application and Intellectual Property known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

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Attorney Docket No. 208614.00147 (0025377-016US) 208614.00138 (0025377-008US)

\*\*\* NOTARIZATION \*\*\*

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Signature  Birkeland Current LLC	STATE OF TEXAS S COUNTY OF MERINA S
John E. Fitch  By: John E. Fitch	BEFORE ME, the undersigned authority, on this day personally appeared John E. Fitch on behalf of Birkeland Current LLC, known to me to be the
President, Managing Member Title	person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
4/14/2020  Date of Execution	GIVEN UNDER MY HAND and seal of office this  14th day of April 2020.
Date of Execution	Marshaf Juckey Notary Public

Signed and hereby accepted on behalf of Assignee:

**Baylor University** 

Date: 05/29/2020

Attest: Mushy Ucly
Marsha J. Dyckworth, Assistant Secretary

MARSHA J DUCKWORTH Motory Public, State of Texas Comm. Expires 07-15-2021 Notary ID 313873-1

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**RECORDED: 07/01/2020**