# 506320411 10/26/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JOSHUA THOMAS HEWITT	01/11/2016

# **RECEIVING PARTY DATA**

Name:	OAK RIDGE ASSOCIATED UNIVERSITIES, INC.
Street Address:	1299 BETHEL VALLEY RD.
City:	OAK RIDGE
State/Country:	TENNESSEE
Postal Code:	37830

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17079609

## **CORRESPONDENCE DATA**

**Fax Number:** (864)233-7342

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:** (864) 271-1592

**Email:** DOCKETING@DORITY-MANNING.COM,

CJOHNSON@DORITY-MANNING.COM

Correspondent Name: DORITY & MANNING, P.A.

Address Line 1: P.O. BOX 1449

Address Line 4: GREENVILLE, SOUTH CAROLINA 29602-1449

ATTORNEY DOCKET NUMBER:	SRNS-116 (SRS-16-034)	
NAME OF SUBMITTER:	CHRISTINA L. MANGELSEN	
SIGNATURE:	JRE: /CHRISTINA L. MANGELSEN/	
DATE SIGNED:	10/26/2020	

## **Total Attachments: 3**

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PATENT 506320411 REEL: 054161 FRAME: 0749

# AGREEMENT COVERING DISCOVERIES, INVENTIONS, DATA, AND COPYRIGHTS

THIS AGREEMENT made between me, whose signature is affixed at the end of this document, and Oak Ridge Associated Universities, Inc., a Tennessee not-for-profit corporation (hereinafter called the "Corporation"). The Corporation has developed and uses technical and non-technical information vital to the success of its business, and in conjunction with work it undertakes with other companies. Generally, employees of the Corporation become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries or improvements, or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for the Corporation to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, copyrights) or common law protection (trade secrets).

In consideration of my engagement and/or employment by the Corporation, and the salary, wages or other remuneration paid to me during such engagement and/or employment, I do hereby agree as follows:

# A. Proprietary Information:

- 1. I shall not, except as authorized by the Corporation, at any time during or after my employment, directly or indirectly, disclose to any other person or entity any proprietary technical information of the Corporation or of others (collectively referred to hereinafter as "Proprietary Technical Information") which has come into my possession in the course of employment with the Corporation; and I shall not use any such Proprietary Technical Information for my personal use or advantage, or make it available to others. "Technical Information" includes information such as, for example and without limitation, compositions, formulas, products, processes, methods, systems, designs, specifications, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries, and improvements.
- 2. I shall not, except as authorized by the Corporation, at any time during and for seven (7) years after my employment, directly or indirectly, disclose to any other person or entity any proprietary non-technical information of the Corporation or others (collectively referred to hereinafter as "Proprietary Non-Technical Information"), which has come into my possession in the course of my employment with the Corporation; and I shall not use any such Proprietary Non-Technical Information for my personal use or advantage, or make it available to others. Non-technical information includes existing and contemplated business, marketing and financial information such as, for example and without limitation, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.
- 3. All information regarding Corporation business, both technical and non-technical, in whatever form, including but not limited to text, drawings, or computer seftware programs, is presumed to be proprietary and confidential until it becomes public hatformation lawfully and without breach of confidential obligation.

(1)

#### B. Inventions, Discoveries, and Improvements:

In the event I make any inventions, discoveries or improvements, or develop any copyrightable work during the course of my work, I agree to disclose promptly and fully to the Corporation all inventions, discoveries, improvements, whether patentable or not, or any copyrightable works of authorship, that have been or may be conceived or made by me, solely or jointly with others, during the period of my employment with the Corporation, whether occurring at the Corporation or assigned to another entity in the course of my employment with the Corporation: (a) which are along the lines of or relate to the business, work or investigations of the Corporation or of any company with which it is affiliated at the time of such inventions, discoveries, improvements or copyrightable works; or (b) which result from or arise out of any work that I may do for or on behalf of the Corporation or of others that may have been disclosed or otherwise made available to me as a result of duties assigned to me by the Corporation. All of these inventions, discoveries, improvements, or copyrightable works of authorship shall be the sole and exclusive property of the Corporation, and I hereby assign to the Corporation all of my right, title and interest therein. In order that public disclosure of inventions, discoveries or improvements will not adversely affect the patent interests of the Corporation, I will secure approval from the Corporation for release or disclosure of any information concerning such inventions, discoveries or improvements prior to such release or public disclosure.

#### B. Execution of Documents:

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest to: (a) any and all discoveries, inventions, improvements, or copyrightable works of authorship described in paragraph B above; (b) any and all patent applications therefore; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing such applications; and (d) all patents that may be granted therefore throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge in every lawful way the Corporation and its assigns, nominees, or successors at its or their request to obtain and sustain such patents for its benefit in any and all countries.

# C. Copyrightable Works Produced Under Funding From the United States Government:

If any copyright is obtained on copyrightable material first produced or composed in the course of or under this agreement, and the copyrightable work was undertaken pursuant to funding received under contract with the United States, and absent any agreement to the contrary, I or the Corporation will obtain for or grant to the U.S. Government and to its officers, agents, servants, employees and others acting on its behalf, who are acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license on behalf of the Government to reproduce, prepare derivative works, and perform and display publicly said copyrightable material.

#### D. Records and Documents:

All drawings, designs, computer software, specifications, technical, scientific, and medical records; data and memoranda of every description relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Corporation, and the Corporation shall have the right to use and disseminate, and authorize others so to do, any and all of said above materials and information without any claim on my behalf. Upon termination of my employment, I agree to leave all such records, documents and writings, and all copies thereof, with the Corporation.

(2)

## E. Notice of Rights Under State Statute:

No provision in the Agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time; and (1) which does not relate to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation; or (2) which does not result from any work performed by me for the Corporation.

### F. Legally Binding Agreement:

This Agreement shall be binding upon me, my heirs, assigns, executors, or other legal representatives, and shall be binding upon and inure to the benefit of the Corporation, its assigns, nominees, or successors; however, neither this Agreement nor any provision thereof shall be constitued to be an employment agreement. I agree that, either during or after my employment, the Corporation may advise others of the existence of the Agreement and the provisions of all or any part thereof.

# G. Prior Inventions:

Listed and briefly described on the reverse side are all inventions not previously assigned to my previous employers, and which I conceived and made prior to my employment with the Corporation. Such listed inventions are not included under this Agreement, I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention.

#### H. Fraud, Waste and Abuse Disclosures:

Nothing in this agreement shall be construed as restricting an employee from lawfully reporting fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

EMPLOYEE	WITNESS
	Maralie Daysuson
Employee's Signature	Witness's Signature
Employee's Name (printed or typed)	Witness's Name (printed or typed)
	0/ // 20//
01-11- 2010 Date	01-11-2016 Date

(3)

**RECORDED: 10/26/2020**