

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6374136

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY LABELLE	10/28/2020
RECEIVING PARTY DATA	
Name:	ARIZONA BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16965261
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ATTORNEY DOCKET NUMBER:	M18-078L-US1-F/T601
NAME OF SUBMITTER:	KEVIN T. MALESIC
SIGNATURE:	/Kevin T. Malesic/
DATE SIGNED:	10/29/2020
Total Attachments: 1	
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CONFIRMATORY ASSIGNMENT		SKYSONG ID: M18-078L-US1-f	
WHEREAS, the undersigned inventors:			
1. Jeffrey LaBelle 7842 S. Newberry Lane Tempe, AZ 85284			

(collectively, the “**Assignors**”) have invented certain new, useful, nonobvious, and otherwise patentable subject matter concerning

WEARABLE OPTICAL SENSOR FOR RESPIRATORY RATE MONITORING

(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 16/965,261 filed on July 27, 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):

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.

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

1. **Jeffrey LaBelle**

Signature: 

Date: **October 28, 2020**