

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6428172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLEMSON UNIVERSITY	12/04/2016
RECEIVING PARTY DATA	
Name:	KAREN J.L. BURG
Street Address:	265 HARBOR PL
City:	ATHENS
State/Country:	GEORGIA
Postal Code:	30606
Name:	SUZANNE TABBAA
Street Address:	509 CORNELL AVE.
City:	FORT COLLINS
State/Country:	COLORADO
Postal Code:	80525
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14541823
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<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>	
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:	UGA-1
NAME OF SUBMITTER:	CHRISTINA L. MANGELSEN
SIGNATURE:	/CHRISTINA L. MANGELSEN, REG. NO. 50244/
DATE SIGNED:	12/02/2020

Total Attachments: 5

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**AGREEMENT FOR RELEASE OF INVENTION RIGHTS
AND
ASSIGNMENT OF RIGHTS TO ROYALTIES**

WHEREAS, Karen J. L. Burg and Suzanne Tabbaa (referred to herein as "Creator(s)") have conceived and disclosed to Clemson University Research Foundation ("CURF") an invention as described in invention disclosure reference 2013-044 entitled "Cellular Separation Device for Tissue Engineering and Diagnostic Applications", (referred to herein as "Invention"), the substance and entirety of which is attached hereto as Exhibit A; and

WHEREAS, said Invention was conceived and/or first reduced to practice under the sponsorship of Clemson University, a South Carolina institution of higher education located in Clemson, South Carolina (referred to herein as "Clemson"); and

WHEREAS, the research that led to said Invention was funded under a grant from Department of Defense, grant # W81XWH-05-1-0379 and National Science Foundation, Grant # 0736007.

WHEREAS, rights of Creator(s) and Clemson in said Invention are governed by the terms of the Clemson University Patent Policy, as approved by the Clemson University Board of Trustees in June of 1991, if the invention disclosure was received by CURF prior to November 23, 2009, or by the terms of the Clemson University Intellectual Property Policy, as approved by the Clemson University Administrative Council on November 23, 2009, if the invention disclosure was received by CURF on or after November 23, 2009 (referred to herein as "Policy"); and

WHEREAS, pursuant to the Policy, Creator(s) assigned their entire right, title and interest in and to the Invention to Clemson by assignment dated on or about January 6, 2015; and

WHEREAS, CURF is Clemson's commercialization agent; and

WHEREAS, CURF has determined and notified the Creator(s) on August 26, 2016 ("Notification Date") that it does not wish to continue pursuing commercialization of the Invention, and that it is willing to waive back to the federal government Clemson's interest therein, subject to certain terms and conditions.

NOW, THEREFORE, the parties hereto agree as follows:

1. Creator(s) warrant and represent that a full and complete disclosure of the Invention has been made to CURF and is attached hereto as part of Exhibit A and that all sponsorship under which the Invention may have been conceived and/or reduced to practice has been clearly identified as part of such disclosure.
2. CURF, on behalf of Clemson, hereby agrees to waive to the federal government Clemson's entire right, title and interest in and to the Invention as described in Exhibit A and in and to any and all copyrights and/or patents, whether United States or foreign, which at any time may be granted therefor, including any and all renewals, reissues and prolongations thereof. The Creator(s) shall then be free to petition the federal government for release of the entire right, title and interest in and to the Inventions as described in Exhibit A, subject to the

terms and conditions of this Agreement and any approvals from other sponsors necessary prior to release. CURF does not guarantee such assignment and release shall be upheld and/or approved by the Department of Defense and/or the National Science Foundation.

3. Creator(s) hereby agree to be responsible for any and all future prosecution or maintenance fees due after the Notification Date.
4. Creator(s) hereby grant to Clemson and CURF a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to practice said Invention internally for educational and research purposes only.
5. Creator(s) hereby agree to pay CURF annually twenty percent (20%) of any gross revenues received by Creator(s) from the Invention toward reimbursement of expenses incurred by Clemson and/or CURF prior to the Execution Date until such expenses have been completely reimbursed. As of the Notification Date, such expenses are equal to \$ 8,580.00, however additional expenses may have been incurred between the Notification Date and the Execution Date. Such payment is due within (30) days of January 1 of each calendar year.
6. Creator(s) shall use due diligence in making the benefits of the Invention available to the public on a commercially reasonable basis.
7. Until the reimbursement amount in Section 5 above has been fully repaid: 1) Creator(s) agree, on behalf of themselves and their heirs, executors, administrators and assigns, to keep full, true, and accurate books of accounts containing all particulars that may be necessary for the purpose of showing the amounts payable to CURF hereunder; and 2) Creator(s) agree to provide to CURF within (30) days of January 1 of each calendar year an annual report of gross revenues received from the Invention.
8. Payment checks shall be made payable to "Clemson University Research Foundation" and payments, notices and correspondence sent to:

Executive Director
Clemson University Research Foundation
PO Box 946
Clemson, SC 29633-0946
9. Creator(s) understand that neither Clemson nor CURF has any responsibility to further develop the Invention, and neither Clemson nor CURF shall be obligated to expend any additional funds, equipment, facilities or other resources. Creator(s) agree not to use any Clemson or CURF funds, equipment, facilities, or other resources to patent, market, license, sell or otherwise commercially develop said Invention after the Notification Date, unless a contract for such use is in place with Clemson.
10. In the event of any commercial development of the Invention using Clemson or CURF resources without a contract in place, Creator(s) hereby assign and agree to assign all title, right, and interest in, and to, the Invention and all improvements to CURF. The rights of Creator(s), Clemson, and CURF in any improvements to the Invention as described in

Exhibit A or new inventions resulting from this continued research will be governed by the terms of the Policy.

11. Creator(s) agree to indemnify and hold harmless Clemson and CURF and each of their trustees, directors, officers, employees and affiliates from and against any and all claims, demands, losses or causes of action related in any way to the use, production, marketing or commercialization of the Invention.
12. Creator(s) shall not use, or allow others to use, the name or trademarks of either Clemson or CURF in connection with marketing the Invention without the prior written permission of a respective authorized official of Clemson or CURF, which permission may be withheld at Clemson's or CURF's sole discretion.
13. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CLEMSON AND CURF, AND EACH OF THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUME NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE, SALE, OR OTHER DISPOSITION BY CREATOR(S), LICENSEE(S), SUBLICENSEE(S), OR THEIR VENDEES OR OTHER TRANSFEREES OF INVENTION OR LICENSED PRODUCT(S) OR LICENSED PROCESS(ES) INCORPORATING OR MADE BY USE OF INVENTION, IMPROVEMENT(S), OR PATENT RIGHTS ATTRIBUTABLE TO INVENTION. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE MANUFACTURE, USE OR SALE OF SUCH INVENTION, LICENSED PRODUCT(S) OR PROCESS(ES) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, OR OTHER RIGHTS. IN NO EVENT SHALL CLEMSON OR CURF, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER CLEMSON OR CURF SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.
14. If there is more than one Creator for the Invention, the obligations of Creators under this Agreement shall be joint and several.
15. In the event any term, provision, or covenant of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that term will be limited or deleted, but only to the extent necessary to remove such invalidity, illegality, or unenforceability, and the remaining terms, provisions, or covenants shall not in any way be affected or impaired thereby.
16. This Agreement may not be assigned without the prior written consent of CLEMSON or CURF.
17. This Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, this release and assignment has been duly executed by CURF and the Creator(s) as of the date of the last signature affixed hereto below (the "Effective Date").

CREATOR

KD Burg

Name: Karen Burg

Address: 265 Harbor Place

Athens, GA 30606

Date: 10/14/2016

CLEMSON UNIVERSITY

Taju Karanf /

Name: Taju Karanf /

Title: VPR

Date: 12/4/16

CREATOR

Name: _____

Address: _____

Date: _____

CREATOR

Name: _____

Address: _____

Date: _____

CREATOR

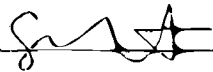
Name: _____

Address: _____

Date: _____

IN WITNESS WHEREOF, this release and assignment has been duly executed by CURF and the Creator(s) as of the date of the last signature affixed hereto below (the "Effective Date").

CREATOR



Name: Suzanne Tabbac

Address: 509 Cornell Avenue
Fort Collins, CO 80525

Date: 10/14/2016

CLEMSON UNIVERSITY



Name: Tanju Karanfil

Title: VPR

Date: 12/14/16

CREATOR

Name: _____

Address: _____

Date: _____

CREATOR

Name: _____

Address: _____

Date: _____

CREATOR

Name: _____

Address: _____

Date: _____