

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7253477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNIVERSITY OF FLORIDA RESEARCH FOUNDATION, INC.	11/30/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DR. KELLY JORDAN
<b>Street Address:</b>	108 TENNESSEE AVE. NE
<b>City:</b>	WASHINGTON
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20002
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15111920
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(770)951-0933
<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>Email:</b>	uf.us.assist@thip.law
<b>Correspondent Name:</b>	THOMAS   HORSTEMEYER LLP
<b>Address Line 1:</b>	3200 WINDY HILL RD
<b>Address Line 2:</b>	SE #1600E
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30339
<b>ATTORNEY DOCKET NUMBER:</b>	222110-1260
<b>NAME OF SUBMITTER:</b>	RANDY R. SCHOEN
<b>SIGNATURE:</b>	/RANDY R. SCHOEN/
<b>DATE SIGNED:</b>	03/30/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>	
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## PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT and QUIT CLAIM DEED (the "Agreement"), made and entered into as of the 30th day of November, 2021 (the "Effective Date"), by and between Kelly Jordan (hereinafter referred to as "Assignee"), and The University of Florida Research Foundation, Inc., a nonstock, nonprofit Florida corporation, having an address at 223 Grinter Hall, Gainesville, Florida 32611 (hereinafter referred to as "Owner").

WHEREAS, Owner owns all right and title in and to the patents or patent applications as specified and more fully described in Exhibit A (the "Patents");

WHEREAS, in settlement of a bona fide legal dispute between the parties, Assignee wishes to acquire all right, title and interest in the Patents, and Owner wishes to assign its interest in the Patents to Assignee.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. **Recitals.** The parties hereby agree and acknowledge that the recitals set forth above are true and correct.
2. **Assignment.** Owner hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patents including all other patent applications and patents for the Patents which may be applied for or granted, including, all divisional, continuing, substitute, renewal, reissue, reexamination, counterpart, substitute, extension, and all other application for letters patent which are or have been filed for the Patents in the United States, its territorial possessions, and all foreign countries and in all patents and extensions which may be granted for the Patents. Within ninety (90) days of the Effective Date, Owner shall request the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patents to Assignee and take actions necessary with the Commissioner of Patent to effectively assign the Patents or Patent applications to Assignee.
3. **Consideration.** The consideration for the assignment of the Patents pursuant to this Agreement includes the agreements, covenants and promises made by Assignee in the Settlement Agreement executed by the Parties concurrently with this Agreement.
4. **Owner's Representations and Warranties.** Owner hereby represents and warrants that: i) it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patents to Assignee, ii) it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and iii) to the best of Owner's knowledge, the Patents are valid and enforceable as of the date of this Agreement. Owner makes no representations or warranties as to the validity or enforceability of the Patents subsequent to the date of this Agreement.
5. **Patent Status.** Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patents is invalid or unenforceable shall not give rise to a cause of action against Owner under this Agreement, unless Owner has committed fraud in executing this Agreement.
6. **Further Actions.** Owner hereby agrees to execute any further agreements and to take any further actions necessary in furtherance of assigning its interest in the Patents or the Patent applications to Assignee. Once assigned, Assignee is responsible for all costs and expenses associated with prosecuting, maintaining and/or enforcing any and all protections or privileges deriving from the Patents.

7. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Florida, without regard to conflicts of law principles.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
9. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
10. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Owner: University of Florida Research Foundation, Incorporated  
Office of Technology Licensing University of Florida  
Attn: Director (Rm. 112)  
747 SW 2nd Avenue  
Post Office Box 115575  
Gainesville, Florida 32611-5575

If to Assignee: Dr. Kelly Jordan  
108 Tennessee Ave. NE  
Washington, D.C. 20002

11. **Headings.** The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
12. **Entire Agreement.** This Agreement, along with the Settlement Agreement and Contract for Services Agreement executed concurrently with this Agreement constitutes the entire agreement between Owner and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**JIM O'CONNELL**

Owner **ASSISTANT VICE PRESIDENT & DIRECTOR**

Assignee

Print Name: \_\_\_\_\_

Print Name: Kelly Jordan

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 30 Nov 21

Date: 11/23/2021

For Owner:

State of Florida )  
County of Madison ) ss

I, the undersigned, a Notary Public in and for said County, in the State above, DO HEREBY CERTIFY THAT Jim O'Connell

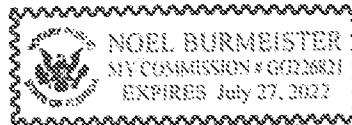
- personally known to me
- provided the following identification: \_\_\_\_\_

Appeared before me this day in person, and signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of November, 2021

Noel Burmbister  
Signature of Notary Public

(Seal) NOEL BURMBISTER  
Printed Name of Notary



My commission expires on July 27, 2022

For Assignee:

State of Florida )  
County of Miami-Dade ) ss

I, the undersigned, a Notary Public in and for said County, in the State above, DO HEREBY CERTIFY THAT Kelly Jordan

- personally known to me
- provided the following identification: Drivers License

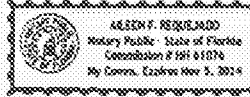
Appeared before me this day in person, and signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23 day of November, 2021.

*A. Riquelme*

\_\_\_\_\_  
Signature of Notary Public

(Seal)



\_\_\_\_\_  
Printed Name of Notary

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

Exhibit A

Ref #	Title	Filing Date	Serial #	Type	Status
T14846	System and Method for Analysis of Fissionable Materials by Multispectral Active Neutron Interrogation Analysis	1/16/2015	PCT/US2015/011700  Transferred in	PCT from PRV	Nationalized
T14846	Online Active Detection of Fissile Materials Using Neutron Energy Discrimination (combined with 14868 and 14877)	1/16/2014	61/928,249  Transferred in	PROV	Converted
T14846	System and Method for Analysis of Fissionable Materials by Neutron Energy Discrimination	7/15/2016	15/111,920  222110-1260	US from PCT	Issued
T14846	System and Method for Analysis of Fissionable Materials by Multispectral Active Neutron Interrogation Analysis	3/08/2019	16/296,588  222110-1261	DIV	Published
T14868				Combined with T14846	
T14877				Combined with T14846	
T16499	Portable Neutron Imaging Based Non-Destructive Evaluation	10/27/2017	PCT/US2017/058843  222109-2780	PCT	Nationalized

T16499	Portable Neutron Imaging Based Non-Destructive Evaluation of Transportation Infrastructure and Metallic Components	10/28/2016	62/414,538  Transferred in	PROV	Converted
T16499	Portable Neutron Imaging Based Non-Destructive Evaluation of Transportation Infrastructure and Metallic Components	1/5/2017	62/442,634  Transferred in	PROV	Converted
T16499	Portable Neutron Imaging Based Non-Destructive Evaluation	4/26/2019	16/345,403  222107-1490	ORD/UTIL	Published