

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7338728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN R. MARCIANTE	04/20/2022
WILLIAM R. DONALDSON	04/20/2022
RICHARD ROIDES	04/20/2022
RECEIVING PARTY DATA	
Name:	RAM PHOTONICS LLC
Street Address:	9985 PACIFIC HEIGHTS BLVD.
Internal Address:	SUITE 150
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121-4310
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8044655
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	payoung@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1100 PEACHTREE STREET
Address Line 2:	SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	091569-0737786 (000000US)
NAME OF SUBMITTER:	PHOEBE YOUNG
SIGNATURE:	/Phoebe Young/
DATE SIGNED:	05/19/2022
Total Attachments: 4	
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Assignment, Assumption, and Novation Agreement

This Assignment, Assumption, and Novation Agreement ("**Agreement**") dated as of April 20, 2022 (the "**Effective Date**"), is entered into by and among John R. Marciante, William R. Donaldson, and Richard Roides, (collectively the "**Assigning Parties**"), RAM Photonics LLC (the "**Assuming Party**"), and the University of Rochester (the "**Remaining Party**").

WHEREAS, the Assigning Parties and the Remaining Party are parties to the Agreement For Release of Invention Rights and Assignment of Rights and Royalties executed as of October 23, 2019 (the "**Assigned Contract**");

WHEREAS, the Assigning Parties desire to assign to the Assuming Party all of its rights and to delegate to the Assuming Party all of its obligations under the Assigned Contract; and

WHEREAS, the Assuming Party desires to accept such assignment of rights and delegation of obligations under the Assigned Contract; and

WHEREAS, the Remaining Party desires to release the Assigning Parties from their obligations under the Assigned Contract and substitute the Assuming Party as a party to the Assigned Contract in Assigning Parties' place.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assigning Parties, Assuming Party, and Remaining Party agree as follows:

1. Assignment and Assumption.

1.1 Assignment. The Assigning Parties hereby irrevocably sell, assign, grant, convey, and transfer to the Assuming Party all of the Assigning Parties' right, title and interest in and to the Assigned Contract and the Invention (as defined in the Assigned Contract).

1.2 Assumption. The Assuming Party unconditionally accepts such assignment and assumes all of the Assigning Parties' duties, liabilities, and obligations under the Assigned Contract and right, title, and interest in and to the Invention, and agrees to pay, perform and discharge, as and when due, all of the obligations of the Assigning Parties under the Assigned Contract accruing on and after the Effective Date.

2. Novation.

2.1 Release.

(a) The Remaining Party hereby consents to the assignment and assumption of the Assigned Contract by the Assigning Parties to the Assuming Party and releases and forever discharges the Assigning Parties from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that the Remaining Party has or may have against any of the Assigning Parties, arising out of or in any way connected to performance under the Assigned Contract on and after the Effective Date.

(b) The Assigning Parties release and forever discharge the Remaining Party from all further obligations arising under the Assigned Contract, and from all manner of actions, causes of action, suits, debts, damages, expenses, claims, and demands whatsoever that

the Assigning Parties have or may have against the Remaining Party arising out of or in any way connected to performance under the Assigned Contract on and after the Effective Date.

2.2 Substitution. The parties intend that this Agreement is a novation and that the Assuming Party be substituted for the Assigning Parties in the Assigned Contract. The Remaining Party recognizes the Assuming Party as the Assigning Parties' successor-in-interest in and to the Assigned Contract and the Invention. The Assuming Party by this Agreement becomes entitled to all right, title, and interest of Assigning Parties in and to the Assigned Contract and Invention and is a substituted party to the Assigned Contract as of and after the Effective Date. The Remaining Party and the Assuming Party shall be bound by the terms of the Assigned Contract in every way as if Assuming Party is named in the novated Assigned Contract in place of the Assigning Parties as a party thereto.

3. Amendment To Assigned Contract. The Remaining Party hereby agrees to amend Section 11 of the Assigned Contract to allow the Assuming Party to further assign the Assigned Contract without the written consent of the Remaining Party, provided, however, that the assignee agrees in writing to assume all of the Assuming Party's obligations, liabilities and commitments under the Assigned Contract. The Assuming Party will notify the Remaining Party in writing of any such assignment.

4. Miscellaneous.

4.1 Further Assurances. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

4.2 Governing Law. This Agreement is governed, construed, and enforced in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.

4.3 Successors and Assigns. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

4.4 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.5 Entire Agreement. This Agreement is the sole and entire agreement of the parties hereto regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or other electronic means is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.7 All Parties consent. Each of Assigning Parties, Assuming Party and Remaining Party consents to all of the provisions of this Agreement.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNING PARTIES:

By John Marcianti

Name: John R. Marcianti

By William R. Donaldson

Name: William R. Donaldson

By Richard J. Roides

Name: Richard Roides

ASSUMING PARTY:

RAM Photonics LLC

By John Marcianti

Name: John R. Marcianti

Title: President

REMAINING PARTY:

University of Rochester

By Harold R. Tolber

Name: Harold R. Tolber

Title: Assoc. Vice Pres.

