508975965 01/16/2025

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI761027

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
Daniel H. ESS	12/19/2024
Doo-Hyun KWON	12/18/2024

RECEIVING PARTY DATA

Company Name:	mpany Name: Brigham Young University	
Street Address:	BYU	
City:	Provo	
State/Country:	UTAH	
Postal Code:	84602	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17953557

CORRESPONDENCE DATA

Fax Number: 9727312289

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: (972)731-2288

Email: dallaspatents@conleyrose.com

Correspondent Name: CONLEY ROSE P.C.

Address Line 1: 4965 PRESTON PARK BOULEVARD

Address Line 4: PLANO, TEXAS 75093

ATTORNEY DOCKET NUMBER:	211976US02 (4081-37301)	
NAME OF SUBMITTER:	Jack Hartley	
SIGNATURE:	Jack Hartley	
DATE SIGNED:	01/16/2025	

Total Attachments: 5

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source=211976US02_4081-37301_ExecutedAssignment_Inventors_to_BYU#page4.tiff
source=211976US02_4081-37301_ExecutedAssignment_Inventors_to_BYU#page5.tiff

PATENT 508975965 REEL: 069904 FRAME: 0508

ASSIGNMENT AND/OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, I/We, the undersigned, hereafter individually and collectively, "Assignor," has/have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent listed below (hereafter, collectively, "Application").

Country	Application Title	Application Number	Filing Date
US	Chromium Bicyclic Phosphinyl Amidine Complexes for Tetramerization of Ethylene	17/521505	8 Nov. 2021
WO	Chromium Bicyclic Phosphinyl Amidine Complexes for Tetramerization of Ethylene	PCT/US22/79498	8 Nov. 2022
US CON	Chromium Bicyclic Phosphinyl Amidine Complexes for Tetramerization of Ethylene	17/953557	27 Sept. 2022

WHEREAS, **Brigham Young University**, a Utah non-profit corporation and institution of higher education with its principal campus located in Provo, Utah 84602, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Application and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the Application; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I/We hereby acknowledged, **Assignor** agrees as follows.

1. Ratification of Prior Assignment. Assignor hereby ratifies and acknowledges his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing compared to the patents.

REEL: 069904 FRAME: 0509

claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

- 2. Present Assignment. To the extent Assignor has not already assigned to Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.
- 3. <u>Issuance to Assignee</u>. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.
- **4.** <u>Warranty of Title</u>. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.
- Further Actions. Assignor hereby covenants and agrees that Assignor will at any 5. time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so; and will promptly execute and deliver to Assignee or its legal representative any and all paper --**PATENT**

REEL: 069904 FRAME: 0510

to apply for, obtain, maintain and enforce the application, the **Intellectual Property** and Letters Patent which may be necessary or desirable to carry out the purposes hereof.

- 6. <u>Confidentiality</u>. Assignor hereby covenants and agrees to maintain as confidential all non public aspects and details of the Intellectual Property unless and until such time as such aspects or details become publicly known through no fault of **Assignor**. **Assignor** agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by **Assignee** or not. **Assignor** agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that **Assignor** may now or hereafter owe to **Assignee**.
- 7. <u>Assignee as Attorney-in-fact.</u> To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby appoints each officer of Assignee, and specifically appoints **Assignee's** general counsel or general counsel's designee whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.
- 8. <u>No Challenge</u>. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the Intellectual Property ratified or transferred hereunder.
- 9. <u>Choice of Law.</u> Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.
- 10. <u>Severability</u>. Assignor hereby agrees that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor hereby agrees that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.
- 11. Legal Counsel. ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.
- 12. <u>Execution.</u> This agreement may be executed simultaneously in counterparts, including through electronically exchanged signature pages (e.g., emailed PDFs, DocuSign), each of which will be deemed an original, but all of which together will constitute one and the same instrument. The exchange of copies of this agreement, including executed signature pages, by electronic transmission (including PDF, scanned copies or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., https://www.docusign.com/) will constitute effective execution and delivery of this agreement for all purposes. Electronically exchanged signature pages are fully binding on the **Assignor** and effective for all purposes; they will be treated the same as physically exchanged signatures and deemed to be authentic originals. **Assignor** agrees to using electronic signatures for this agreement.

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tures of Assignors :	
January Zuniel H. Ess	$\frac{\sqrt{2}/\sqrt{9}/2}{Date}$
January 2000 Aniel H. Ess	12/1-1/2

Date

Doo-Hyun Kwon

Assignors grant **Assignee** permission to complete the filing date and Serial No. upon receipt of such information, including after signature by **Assignors**.

Assignors grant Assigned such information, including	e permission to co gafter signature t	omplete the filing d by Assignors .	ate and Serial No. upon receipt of
Signatures of Assignors:			
		ina dinishiran ka	
Daniel H. Ess			Date
Dow My	96	witins side mayor—	12/18/2024
Doo-Hyun Kwon			Date

RECORDED: 01/16/2025

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