

PATENT ASSIGNMENT AND TECHNOLOGY TRANSFER AGREEMENT	COMMENTS
	<p>A technology transfer agreement (TTA) is a contract that governs the transfer of technology, expertise, know-how, and possibly, IP from one entity (the transferor, assignor, or seller) to another (the transferee, assignee, or purchaser), and is typically used to support the commercialization by a transferee of a technology owned by the transferor.</p>
<p>This PATENT ASSIGNMENT AND TECHNOLOGY TRANSFER AGREEMENT ("Agreement") is entered into on XXXX ("Effective Date") by and between XXXX, a corporation organized and existing under the laws of XXXX ("Seller"), and XXXX, a corporation organized and existing under the laws of XXXX ("Purchaser"). The parties hereby agree as follows:</p>	
<p>1. <u>Background.</u></p>	<p>1. General subject matter and of the agreement and parties' intent.</p>
<p>1.1 Seller owns certain United States patents and patent applications and/or related foreign patents and applications.</p>	<p>2. Consider tying this to the definition of Patents below, as well as a patent schedule.</p>
<p>1.2 Seller wishes to sell its right, title and interest in such patents applications and related know-how, technology and plan for commercializing the same to Purchaser.</p>	<p>3. Consider tying this to the definition of Subject Technology below. 4. Note that the IP transfer could be more complicated, including both assignment and license, or just a license, rather than an assignment.</p>
<p>1.3 Purchaser wishes to purchase such patents applications and related know-how, technology and plan for commercializing.</p>	<p>5. Consider tying this to the definition of Subject Technology below, as well as Patents and patent schedule, Exhibit A</p>
<p>2. <u>Definitions.</u> Certain terms are defined in the text of this Agreement, and in addition, the following terms shall have the following definitions:</p>	
<p>2.1 "Closing Date" means the date on which Seller shall transfer title to the Patents (as</p>	<p>6. There should be some clarification on how the Effective Date relates to the Closing Date, and whether two dates</p>

<p>defined below) and Subject Technology (as defined below) to Purchaser.</p>	<p>are even necessary “Effective Date” is defined above, but “Closing Date is not.</p>
<p>2.2 "Patents" means those patents and applications listed in Exhibit A hereto, and all provisionals, reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions that claim priority to such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.</p>	<p>7. Some TTAs may impose an obligation on the Seller to send the Purchaser an updated patent schedule on a periodic basis, such as annually. Obviously, such an updated patent schedule would not be necessary if the Seller assigns all of the Subject Technology IP to the Purchaser, who would take over prosecution and pay renewal fees.</p>
<p>2.3 "Subject Technology" means all technology, know-how, methods, documents, materials, and all confidential information as of the Effective Date relating to the inventions and discoveries described in the Patents (whether or not covered by the claims in the Patent), and the idea and plan to commercialize the foregoing as well as the Patents to generate revenues.</p> <p>2.4 “Territory” means XXX.</p>	<p>8. Consider defining “Confidential Information.”</p> <p>9. Consider adding an appendix that describes the Subject Technology in detail, including drawings, if appropriate.</p> <p>10. This definition attempts to divide know how from patents. Query whether this is needed or whether it should be clarified/modified.</p>
<p>3. <u>Delivery and Payment.</u></p>	<p>11. This section addresses amounts owed and timing of payments.</p>
<p>3.1 Delivery. On the Effective Date, Seller shall deliver a notarized and executed original of the Patent Assignment(s) in Exhibit B hereto to Purchaser.</p>	<p>12. As mentioned above, not all TTAs involve assigning the IP. Rather, some Sellers may wish to out-license, as they may not wish to outright assign their IP to Purchasers.</p>
<p>3.2 Consideration for transfer of Patents and Subject Technology.</p>	
<p>(a) Purchaser shall pay Seller XXX shares of common stock of Purchaser upon delivery.</p>	<p>13. This provision may be used to provide incentive for the seller to provide the support needed for the transfer and commercialization to be a success.</p> <p>14. Note that any of a variety of payment schemes may be used, for example, payment may be in shares, cash, or some combination of both. Also, rather than an entire upfront payment, some payment can be made upfront combined with milestone payments, for instance, upon commercialization.</p>

	Another option could be a royalty scheme upon commercialization.
(b) All consideration payable and otherwise due to Seller under this Section 3 shall not be reduced or otherwise be made less even if the United States Patent and Trademark Office or any other patent office or authority does not grant a patent right to any invention underlying patent application.	<p>15. This clause may not be necessary when all payment is due at closing. This is a pro-Seller term that is consistent with prosecution of pending applications being transferred to Purchaser.</p> <p>16. To avoid confusion, consider directly referring to 3.2(a).</p> <p>17. To avoid confusion, instead of referring to patent right and patent application, consider referring to Patents, which are defined above.</p>
4. <u>Transfer of Patents and Subject Technology.</u>	18. This section contains the provisions effecting transfer of rights to the IP between the Seller and Purchaser.
4.1 Patent and Subject Technology Assignment. Effective on the Closing Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents and Subject Technology and all inventions and discoveries described therein.	<p>19. A purchaser should consider removing “it has” to make it more clear the Seller is transferring full title.</p> <p>20. Purchaser should consider adding a license or covenant not to sue for any additional IP developed by Seller that covers the technology developed by Purchaser under this agreement or any natural evolution thereof.</p>
4.2 Assignment of Causes of Action. Effective on the Closing Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for (i) the Patents and all inventions and discoveries described therein, including without limitation, all rights to pursue damages, injunctive relief and other remedies for past, current and/or future infringement of the Patents, and (ii) the Subject Technology.	<p>21. The right to sue for past infringement must be expressly assigned because it is not included by default in an assignment of a patent.</p> <p>22. Consider making it more clear that the portion referring to Subject Technology contemplates suing for previous breaches of confidentiality agreements between the Seller and other parties.</p> <p>23. Consider inserting, “both legal and equitable” after “remedies” to be exhaustive.</p>
5. <u>Additional Obligations.</u>	
5.1 Further Assurances. At the reasonable request of Purchaser and without demanding further consideration from Purchaser, Seller agrees to execute and deliver such other	24. This clause is an acknowledgment by Seller that support may be needed in connection with securing patents from

<p>instruments and do and perform such other acts, as may be reasonably necessary for effecting completely the consummation of the transfer of ownership in and to the Patents as contemplated hereby, including without limitation, execution, acknowledgment and recordation of other such papers, and using all reasonable best efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transfer of ownership in and to the Patents as contemplated hereby.</p>	<p>pending patent applications and otherwise in transferring ownership.</p> <p>25. Consider adding another subsection that addresses the Seller's obligation to support the transfer of trade secrets needed to commercialize the technology. Purchaser could need significant support from Seller's technical staff in terms of training and transfer of know-how to implement the Subject Technology, for example, specifying a number of technology transfer meetings that will occur, and/or or the duration of time over which the meetings will occur, as well as any other relevant details.</p> <p>26. Purchaser should consider verifying that inventors employed by Seller have an obligation to assign all rights in their inventions to Seller.</p>
<p>5.2 Further Assistance. Subject to the terms and conditions hereof, Seller agrees, upon the reasonable request of Purchaser, to perform all acts necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Purchaser in obtaining, perfecting, sustaining, and/or enforcing the Patents. Such assistance may also include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, is subject to Purchaser's payment of all opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patents. Seller's</p>	<p>27. This clause can be important for the Purchaser to help ensure Seller's support with patent prosecution, enforcement, and defense of third party infringement suits.</p> <p>28. The final sentence is important for Seller to ensure that Purchaser compensates the Seller for its support, which can be quite costly and time-intensive, particularly in a patent infringement suit.</p>

<p>agreement to render any of the foregoing assistance is subject to Purchaser's payment of reasonable expenses of Seller incurred in connection therewith and the availability of Seller's personnel.</p>	
<p>6. <u>Representations and Warranties.</u></p>	
<p>Seller hereby warrants to Purchaser as follows:</p>	<p>29. This is a fairly pro-Purchaser set of Seller representations and warranties. The Seller should closely evaluate this list and consider whether some can be softened or removed and/or evaluate whether all statements can be confirmed as true for the Patents being assigned/licensed.</p> <p>30. One benefit of such a set of Reps and Warranties is potential reduction in due diligence costs, since if something like a title defect is discovered, Purchaser can simply undo the deal and sue Seller for damages.</p>
<p>6.1 Authority. Seller has the right and authority to enter into this Agreement and to carry out its obligations hereunder.</p>	
<p>6.2 Title and Contest. Seller has good and marketable title to (i) the Patents, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof, and (ii) the Subject technology. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, claims or proceedings threatened, pending or in progress on the part of any named inventor of the Patents relating in any way to the Patents and Seller has not received notice of (and Seller is not aware of any facts or circumstances which could reasonably be expected to give rise to) any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents anywhere in the Territory. There are no existing contracts, agreements, options, commitments, proposals,</p>	<p>31. This clause is important for Purchaser to cover and title defects or other limitations on Purchasers free use of the IP not discovered or disclosed.</p> <p>32. Notwithstanding Seller's reps and warranties, a purchaser may still perform some due diligence re patent title, such as: (1) verifying through the PTO that Seller is the assignee of record of all Patents; and (2) searching legal databases for infringement suits involving the Subject Technology Patents.</p> <p>33. Some Sellers, especially large companies, may balk at this sweeping notice of infringement warranty, and may push to limit knowledge of infringement or suspected infringement and/or notice to certain</p>

<p>bids, offers, or rights with, to, or in any person to acquire any of the Patents.</p>	<p>people in the company <i>i.e.</i>, the Chief Patent Counsel and/or chief inventor.</p>
<p>6.3 Existing Licenses. No rights or licenses have been granted under the Patents or the Subject Technology.</p>	<p>34. Purchaser should also ask for any possibly related license agreements in redacted form. If that other license somehow limits the rights of Seller, it should be mentioned in the agreement. 35. Purchaser should also consider adding a warranty that Seller will not enter into any future agreements that will interfere with Seller’s ability to carry out its obligations to Purchaser under this Agreement.</p>
<p>6.4 Restrictions on Rights. Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents or the Subject Technology as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Patents or the Subject Technology.</p>	<p>36. Important if Purchaser plans to assert the IP.</p>
<p>6.5 Conduct. To Seller's knowledge, none of Seller or its representatives has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement, including but not limited to misrepresenting Seller's rights associated with the Patents to a standard-setting organization.</p>	<p>37. Purchaser could clarify “to Seller’s knowledge” includes the knowledge of any person involved in the patent application process. 38. Purchasers should expect Seller push-back here, particularly if Seller is a large company.</p>
<p>6.6 Enforcement. Seller has not put a third party on notice of actual or potential infringement of any of the Patents or considered enforcement action(s) with respect to any of the Patents.</p>	<p>39. Important if Purchaser needs reassurance that Seller had not tried to enforce its IP. To the extent that any written communications regarding enforcement exist, Purchaser should ask Seller for them. 40. Consider adding trade secret misappropriation here.</p>
<p>6.7 Patent Office Proceedings. None of the Patents have been, or are currently, involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened.</p>	<p>41. The last portion (...and that no such proceedings are pending or threatened) can be helpful to Purchaser. See above note re written communications of threats that such</p>

	<p>proceedings may be instituted against Seller's Patents by a third party.</p> <p>42. Also, consider adding the AIA proceedings, <i>Inter partes</i> Review (IPR), Post-Grant Review (PGR), and Covered Business Method (CBR) to this clause.</p>
<p>6.8 Related Assets. There are no other patents issued and/or applications pending for or on behalf of Seller which are subject to a "Terminal Disclaimer" under 37 C.F.R. §1.321 that require any of such patents issued and/or applications and any of the Patents conveyed in this Agreement to remain under common ownership.</p>	<p>43. Adds minimal value, since such information is easily determined from USPTO records.</p>
<p>6.9 Fees. All maintenance fees, annuities, and the like due on the Patents have been timely paid through the Effective Date.</p>	<p>44. Consider adding a period of time following the Effective Date to avoid a maintenance fee being missed around the time of transfer. Also, Purchaser should independently verify <i>via</i> the PTO database re maintenance fees to ensure that they have been paid.</p>
<p>6.10 Validity and Enforceability. To Seller's knowledge, the Patents have never been found invalid or unenforceable [in the Territory?] for any reason in any administrative, arbitration, judicial or other proceeding, and Seller has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable.</p>	<p>45. The last portion (“...and Seller has not received any notice or information of any kind from any source <i>suggesting that . . .</i>”) is helpful to Purchaser. “Suggesting that” is a broad phrase that would seem to cover any information, even if the Seller considers it meritless. Same comment as above regarding asking for written communications that are threats.</p>
<p>7. <u>Miscellaneous.</u></p>	
<p>7.1 No Representation or Warranty. Seller makes no representations or warranties whatsoever that: (i) any of the Patents are either valid; (ii) any of the Patents are infringed or not infringed by any other parties; or (iii) the exercise of rights under any of the Patents will not result in the infringement of the rights of any third party.</p>	<p>46. This is a standard Seller Rep and Warranty.</p> <p>47. Purchaser may want to clarify that this clause does not supersede the seller reps and warranties above.</p>
<p>7.2 Limitation on Consequential Damages. Except in the case of fraud by Seller, neither</p>	<p>48. This is a standard provision.</p>

<p>party shall be liable to the other for loss of profits, or any other indirect or special, consequential, punitive or incidental damages, however caused, even if advised of the possibility of such damage. The parties acknowledge that these limitations on potential liabilities were an essential element in setting consideration under this agreement.</p>	
<p>7.3 Limitation of Liability. Except in the case of fraud by Seller, in no event shall either party's total liability under this agreement exceed the purchase price. The parties acknowledge that these limitations on potential liabilities were an essential element in setting consideration under this agreement.</p>	<p>49. This is an important provision for the Seller.</p> <p>50. Because the purchase price in this agreement is stock, more terms may be desirable, such as terms regarding valuation and whether Purchaser can forfeit the stock</p> <p>51. Consider adding an indemnification provision</p>
<p>7.4 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.</p>	<p>52. This is an unusual provision that is probably not necessary.</p>
<p>7.5 Confidentiality of Terms. The parties hereto shall keep the terms and existence of this Agreement and the identities of the parties hereto confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party, such consent shall not be unreasonably withheld; (b) as otherwise may be required by law or legal process, including in confidence to financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel,</p>	<p>53. This subsection ensures the terms of the agreement will be kept confidential, which can be important if either party does not want to share the agreed-upon price of the IP with others. Depending upon a party's size, the SEC may require it to issue a press release describing the deal. It may be that one party must disclose, but that the other party is large enough that it is not legally required to disclose the deal.</p> <p>54. Purchaser should ask for more than two days to review the announcement.</p>

<p>accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii), other than disclosures pursuant to subsection (d) above, the disclosing party shall provide the other party with at least ten (10) days prior written notice of such disclosure. The above notwithstanding, Purchaser agrees that, on or after the Effective Date, Seller shall be allowed to make one or more public announcements in order to fulfill its requirements as a public company with respect to the disclosure of this Agreement. Seller agrees that it will submit any such announcements to Purchaser at least two (2) days prior to its making those announcements for Purchaser's approval, which approval shall not be unreasonably withheld.</p>	
<p>7.6 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of XXXX without regard to principles of conflict of laws.</p>	<p>55. Choice of law and jurisdiction (7.7) are important in patent cases, and many companies choose Delaware as the governing law and jurisdiction, because Delaware courts tend to be patent-friendly. Many US companies are incorporated in Delaware for tax reasons, and Delaware's corporate law is well-developed.</p>
<p>7.7 Jurisdiction. Each party hereby agrees to jurisdiction and venue in the courts of the State of XXXX or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement.</p>	
<p>7.8 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all</p>	<p>56. Standard provisions making clear the Agreement only includes the written agreement and not any oral promises or prior drafts.</p>

<p>prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein: Exhibit A (entitled "Patent Rights to be Assigned") and Exhibit B (entitled "Assignment of Patent Rights").</p>	
<p>7.9 Notices: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:</p>	<p>57. Important for identifying the appropriate contact person for each party. For large companies, consider naming a position, <i>i.e.</i>, Office of the General Counsel, rather than a name, as people move around.</p>
<p>In the case of Seller: XXXX</p>	
<p>In the case of Purchaser: XXXX</p>	
<p>Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either</p>	

<p>party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.</p>	
<p>7.10 Relationship of Parties. The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.</p>	
<p>7.11 Equitable Relief. Each party agrees that damages alone would be insufficient to compensate the other for any material breach of this Agreement, acknowledges that irreparable harm would result from a breach of this Agreement, and consents to the entering of an order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.</p>	<p>58. Can be helpful for obtaining injunctive relief.</p>
<p>7.12 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.</p>	<p>59. This clause helps ensure that the Agreement will remain valid, even if some provisions are not enforceable.</p>
<p>7.13 Waiver. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or</p>	<p>60. This provision can be important in agreements that include extended obligations over a period of time.</p>

<p>any other agreement that may be in place between the parties.</p>	
<p>7.14 Assignment. The terms and conditions of this Agreement shall inure to the benefit of Purchaser, its successors, assigns and other legal representatives. Seller shall be entitled to assign this Agreement to, and the terms and condition hereof shall inure to the benefit of, any successor in interest to all or substantially all of the business or assets of Seller (whether by merger, reorganization, asset sale, or otherwise) that assumes all of Seller's obligations under this Agreement. Purchaser shall be provided written notice of any such assignment within one hundred and twenty (120) days of the effective date of such assignment, which notice shall include the name and business address of the relevant assignee. Purchaser shall not be entitled to assign this Agreement without the written consent of Seller.</p>	<p>61. These are fairly restrictive provisions. Seller can only assign to a purchaser of substantially all assets. Purchaser can only assign with the written consent of Seller, which is not qualified (<i>e.g.</i>, not unreasonably withheld). Such a restriction can be important for the Seller to maintain control on which entities get access to Seller's IP.</p> <p>62. Seller should recognize that this provision will not restrict Purchaser from selling IP that has been fully transferred from the Seller to the Purchaser.</p>
<p>[Signature page follows]</p>	
<p>In witness whereof, the parties have executed this Patent Purchase Agreement as of the Effective Date:</p>	
<p>Seller: XXXX</p>	
<p>Purchaser: XXXX</p>	
<p>EXHIBIT A</p>	
<p>Patent Rights to Be Assigned</p>	
<p>Patent Application No. XXXX</p>	
<p>Publication or Filing Date XXXX</p>	
<p>Title and Inventor(s) XXXX XXXX</p>	
<p></p>	

EXHIBIT B	<p>63. This is a short-form assignment used for recording title to the Patents.</p> <p>64. A separate short-form assignment is needed for recordation, such that the sensitive terms of the larger agreement do not need to be disclosed for recording purposes.</p>
PATENT ASSIGNMENT	
<p>WHEREAS, XXXX, a corporation organized and existing under the laws of XXXX, with an address at XXXX ("Assignor") owns all right, title and interest in and to the patents and/or patent applications identified in Exhibit A attached hereto, including the inventions described therein and the patents issued and reissued thereon (collectively, the " Patents "), the renewals therefor and all claims for past or future infringement thereof.</p>	
<p>WHEREAS, XXXX, a XXXX corporation with an address at XXXX ("Assignee"), and Assignor have entered into a Patent Assignment and Technology Transfer Agreement (the "Agreement") dated XXXX, under which Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor, including the aforesaid Patents, and the applications and renewals therefor and all claims for past or future infringement thereof.</p>	<p>65. Make sure that the title matches the larger agreement and date is updated to the effective date of the agreement.</p>
<p>NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, Assignor's entire right, title, and interest in and to the Patents and divisions, continuations or continuations-in-part thereof, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations involving such Patents.</p>	<p>66. The granting clause.</p> <p>67. Consider expressly mentioning patents and applications that the Patents claim priority to, or that disclose the same invention, any corresponding foreign applications, and all rights of priority.</p>

<p>This Assignment is deemed to be executed and delivered within the State of XXXX, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of XXXX without regard to its conflicts of law principles.</p>	
<p>[SIGNATURES ON FOLLOWING PAGE]</p>	
<p>(SIGNATURE PAGE TO PATENT ASSIGNMENT)</p>	
<p>IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this ____ day of XXXX.</p>	
<p>XXXX</p> <p>By:</p> <p>Name:</p> <p>Title:</p>	
<p>State or Province of)</p> <p>) ss.:</p> <p>County or City of)</p> <p>On this day of XXXX, before me, , personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand and official seal.</p> <p>Notary Public</p> <p>My Commission expires:</p> <p>Notarial Seal</p>	<p>68. Patent assignments typically do not need to be notarized.</p>

EXHIBIT A	
PATENT APPLICATIONS	
U.S. Patent Application Serial No. XXXX	
Date filed XXXX	
Title of Invention XXXX	