| **CONFIRMATORY ASSIGNMENT** | | | SKYSONG ID: MXX-XXX-XX | |
| --- | --- | --- | --- | --- |
| WHEREAS, each undersigned individual: | | |  | |
| 1. **Individual #1**  1234 Make Believe Ln.  Phoenix, AZ 12345 | 2. **Individual #2**  1234 Make Believe Ln.  Phoenix, AZ 12345 | 3. **Individual #3**  1234 Make Believe Ln.  Phoenix, AZ 12345 | | 4. **Individual #4**  1234 Make Believe Ln.  Phoenix, AZ 12345 |
| (each an “**Assignor**”) has contributed to certain new, useful, nonobvious, and otherwise patentable subject matter concerning  **DEVICES, SYSTEMS, AND METHODS FOR DOING SOMETHING USEFUL**  (the “**Inventions**”) for which the following United States patent application is filed herewith or was filed in the United States Patent and Trademark Office: serial number                              filed on                                    (the “**Assigned IP**”), and authorize representatives of Skysong Innovations, LLC (“SI”) and its appointed agents to enter the serial number and filing date for such patent application when known. The term “Assigned IP” further includes: (1) all patent applications that claim priority to or from the patent application referenced or identified in the preceding sentence, whether a provisional application, a utility application, a design application, or other application, as well as any patent application that has been filed or will be filed and otherwise discloses one or more of the Inventions; (2) all other right, title, and interest in and to the Inventions, including but not limited to all other patent rights, copyrights, trade secrets or know-how, priority rights, rights to sue for past, present, and future damages, and all other rights in and to the Inventions; and (3) all patents, inventor's certificates, and other forms of protection granted thereon in the United States, in foreign countries or regions, or under any international convention, agreement, protocol, or treaty, including those arising under the Paris Convention, the Patent Cooperation Treaty, or otherwise.  NOW, THEREFORE, with respect to each Assignor, in consideration of good and valuable consideration, including but not limited to the consideration set forth in Section 2 below: Assignor does hereby sell, assign, transfer, and convey unto the Arizona Board of Regents on behalf of Arizona State University (“**Assignee**”) the entire right, title, and interest (a) in and to the Inventions; (b) in and to the Assigned IP, including all priority rights in, and all rights and entitlements to claim priority to and from, any of the Assigned IP; (c) in and to each and every patent application that is a substitution, a continuation, a continuation-in-part, or a divisional, of any of the Assigned IP; (d) in and to each and every reissue, reexamination, renewal, or extension of any kind of any of the foregoing; (e) in and to each and every patent application of any kind filed outside the United States and corresponding to any of the foregoing, including but not limited to international (e.g., Patent Cooperation Treaty) applications; (f) in and to each and every patent or other form of protection, whether within or outside the United States, issuing or reissuing from any of the foregoing; and (g) in and to all claims for past, present, and future infringement of any of the Assigned IP, including all rights to sue for and to recover for Assignee’s own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from any infringements of the Assigned IP. Assignor certifies that the information contained in the invention disclosure form submitted to SI in connection with the above-referenced SKYSONG ID is true, accurate, and complete.Solely with respect to the Assigned IP, each Assignor identified in this instrument that meets the definition of “Creator” as set forth in Arizona Board of Regents Policy 6-908: Intellectual Property Policy (“ABOR 6-908”), as amended from time to time, will be eligible to receive a portion of the “Creator Share” of “Net Income” in the manner set forth in the *Revenue Sharing* section of ASU Research and Sponsored Projects Manual Policy 604: Ownership of Research Data and Materials & Intellectual Property Management Implementation Policy (“RSP 604”), as amended from time to time, provided that, with respect to any particular distribution made by Assignee under RSP 604, such Assignor meets such definition of “Creator” of the Assigned IP at the time of such distribution and under the version of ABOR 6-908 in force at such time. For the sake of clarity, (i) other than as set forth in this section, such Assignor will *not* receive any other compensation as consideration for, or in connection with, this assignment, including without limitation Assignor *not* receiving any portion of the “Lab Share,” the “University Share,” or the “administrative fee” set forth in the *Revenue Sharing* section of RSP 604, and (ii) such Assignor’s eligibility to participate in RSP 604 is limited to only the *Revenue Sharing* section of RSP 604and does not confer upon Assignor any rights set forth elsewhere in RSP 604 or ABOR 6-908.Assignor will keep SI apprised of any changes to Assignor’s current contact information and, at Assignee’s request and expense, execute all rightful oaths, assignments, powers of attorney, declarations, or other papers, or provide written or oral testimony, that Assignee and/or SI deems necessary to carry out, in good faith, the intent and purpose of this assignment or to otherwise assist Assignee in establishing its ownership rights.Assignor hereby requests that any patents or other forms of protection issuing in the United States, foreign countries or regions, or under any international convention, agreement, protocol, or treaty, be issued in the name of Assignee or its successors, assigns, or legal representatives for the sole use of Assignee and its successors, assigns, or legal representatives.Assignor represents and warrants that such Assignor is at least 18 years of age. The terms and conditions of this assignment shall be binding upon Assignor and such Assignor’s respective successors, assigns, and legal representatives.This instrument will be interpreted and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in physical or electronically transmitted individual counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. IN WITNESS WHEREOF, each Assignor has executed this instrument in favor of Assignee as of the respective dates written below:   |  |  |  |  | | --- | --- | --- | --- | | 1. **Individual #1**    Signature:  Date: | 2. **Individual #2**    Signature:  Date: | 3. **Individual #3**    Signature:  Date: | 4. **Individual #4**    Signature:  Date: | | AGREED BY ASSIGNEE: | |  |  | |  |  |  |  | | Tamara Deuser | Date |  |  | | Associate Vice President & COO |  |  |  | | | | | |
|  | |  | | |