

ASSIGNMENT OF INTELLECTUAL PROPERTY

Florida Atlantic University Board of Trustees (“FAU”) has invited students to participate in a special class (ENG 1935, Mobile Applications on Google’s Android, during summer 2010) to learn how to develop mobile applications (Intellectual Property or “IP”). The students will be using FAU resources and will be working with other students in the class and in the process of their educational experience students are expected to create the IP. This IP may be able to be commercialized and therefore of value. Therefore, in consideration of participating in the class, the participating student must agree to assign to FAU his/her interest in any IP created by the student as part of and during the term of this class. This Assignment of IP carries out such assignment and also sets forth the terms of any royalty that the student may receive in the event the IP he or she helped create is commercialized and produces a royalty.

I, _____(print name), residing at _____(print address), hereinafter referred to as “Assignor”, acknowledge that I am participating in a class at Florida Atlantic University and that in the course of participating that class, I may contribute to the creation of certain Intellectual Property (“IP”) that may have commercial value. I, or in the event that I am under eighteen years of age, my legal guardian on my behalf, for good and valuable consideration, the sufficiency of which I hereby acknowledge, irrevocably assign, transfer, release and convey to FAU all interest, right and title in and to the IP I create or help create as part of this class. In furtherance of this assignment, I also convey to FAU the right to commercialize, exploit, or otherwise use the IP in any form of medium, expression or technology now known or hereafter developed. I agree not to challenge the validity of the ownership of the IP by FAU.

I, as Assignor, shall upon FAU’s request, enter into any further assignments of the IP that FAU deems necessary or appropriate, and hereby designate FAU as my attorney-in-fact for the purpose of executing such assignments in my name in relation to the IP. I agree to do all things necessary to perfect FAU’s ownership of the IP, including executing documents necessary to perfect such title. I understand and agree that FAU’s rights to the IP may be freely assigned and/or licensed within FAU’s discretion.

In the event that the IP to which I contributed is commercialized, I will be subject to FAU’s Intellectual Property policy. In addition, I understand that my position will be that of a creator and that others may be creators of the IP as well. Those who may be creators will include the other students on my team, a mentor FAU assigns to the team and may include individuals who previously created or improved on the IP. Who will be included as creators will be within FAU’s discretion and I agree to be bound by FAU’s decision as to who is included as a creator, acknowledging that the more creators, the less royalty I will receive.

FAU acknowledges that the Assignor has the right to use the assigned technology for non-commercial personal, research and educational purposes. FAU acknowledges that the Assignor also has the right to further develop and improve the technology after the term of the class and any resulting derivative work or invention, which may or may not result in a new application, is the sole property of the student.

I, _____ (Assignor's signature), agree to these terms.

_____ (Date)

In the event the Assignor is below eighteen (18) years of age, I _____ (Print name),
assert that I am the Assignor's legal guardian and agree to this Assignment as Assignor's legal guardian.

_____ (Signature of Legal Guardian)

_____ (Date)