

M.R.D.
11/30/98

12-08-1998

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To the Honorable commissioner of Patents
Please record the attached original document.

1. Name of conveying party(ies):

Neil Gershenfeld
Joshua R. Smith

Additional name(s) of conveying party(ies) attached? _____ Yes No

2. Name and address of receiving party(ies):

Name: Massachusetts Institute of Technology

Street Address: 77 Massachusetts Ave.

City: Boston

State: MA Zip: 02139

Additional name(s) & address(es) attached? _____ Yes No

3. Nature of conveyance:
 Assignment
_____ Merger
_____ Security Agreement
_____ Change of Name
_____ Other

U.S. PTO
09/201336
11/30/98

Execution Date: May 21, 1996

4. Application number(s) or patent number(s): **09 201336**

If this document is being filed together with a new application, the execution date of the application is: Declaration previously filed in parent application on May 21, 1996.

A. Patent Application No.(s) _____
B. Patent No. (s) _____

Additional numbers attached? _____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cesari and McKenna,LLP
Steven J. Frank

Street Address: 30 Rowes Wharf

City: Boston State: MA Zip: 02110

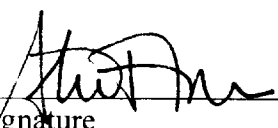
6. Total number of applications and patents involved:..... 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
_____ Authorized to be charged to deposit account

8. Deposit account no. 03-1237 (Attach duplicate copy of this page if paying by deposit account)

12/07/1998 DMBUYEN 00000117 09201336 DO NOT USE THIS SPACE
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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven J. Frank, Reg. No. 33,497  Date **11/30/98**

Total number of pages comprising cover sheet: 1

ASSIGNMENT

Whereas we, Neil Gershenfeld, who resides at 20 Chapel Street, Somerville, in the Commonwealth of Massachusetts, and Joshua R. Smith who resides at 194 Norfolk Street, Cambridge, in the Commonwealth of Massachusetts, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled DISPLACEMENT-CURRENT METHOD AND APPARATUS FOR RESOLVING PRESENCE, ORIENTATION AND ACTIVITY IN A DEFINED SPACE, identified by Cesari and McKenna File No. 109026-23, which application was filed on February 23, 1996, and given Serial No. 08/606,540 by the United States Patent and Trademark Office; and

Whereas the Massachusetts Institute of Technology, whose address is 77 Massachusetts Avenue, Cambridge, Massachusetts 02139, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

5/21/96
Date
[Seal]
Neil Gershenfeld
Neil Gershenfeld
Inventor

5/21/96
Date
[Seal]
Joshua R. Smith
Joshua R. Smith
Inventor

Commonwealth of Massachusetts)
County of Middlesex) ss.
)

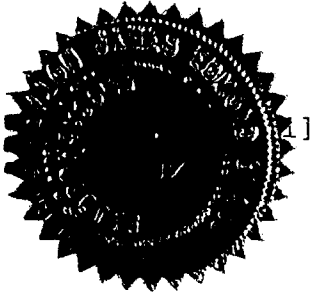
On this 21ST day of May, 1996, before me appeared Neil Gershenfeld, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.



James Edmund Blanchflower
Notary Public
My Commission expires 8/30/2002

Commonwealth of Massachusetts)
County of Middlesex) ss.
)

On this 21st day of May, 1996, before me appeared Joshua R. Smith, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.



James Edmund Blanchard
Notary Public

My Commission expires 8/30/2002