

04-12-1999

To the Honorable Commissioner of Patents and Trademarks

101009605

documents or copy thereof.

1. Name of conveying part(ies):

Kenneth Burdges
Robert J. EnglarAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Georgia Tech Research Corporation
400 Tenth Street, Centennial Research Bldg.
Atlanta, Georgia 30332-0415Name: Novatek Inc.
1850 Atlanta Road
Smyrna, GA 30080Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 18, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent application No.(s)

B. Patent No.(s)

09/215,947

Additional numbers attached? ☐ Yes ☒ No

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

Scott A. Horstemeyer
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1500
Atlanta, Georgia 30339-5948

6. Total number of applications/patents involved: [1]

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account Number:

20-0778
(Attach duplicate copy of this page if paying by Deposit Account)

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40.00 (P)

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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.

Scott A. Horstemeyer

Typed Name

Signature

Date

Docket #: 62004-1100

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Patents, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AND AGREEMENT

WHEREAS:

| <u>Name</u> | <u>Address</u> |
|--------------------|---|
| Kenneth P. Burdges | 4128 Candler Lake W., Atlanta, GA 30319 |
| Robert J. Englar | 3269 Catkin Court, Marietta, GA 30066 |

hereinafter referred to collectively as "ASSIGNORS," has/have invented certain new and useful improvements and inventions as described and set forth in the below-identified application for United States Letters Patent entitled:

A Vehicle Heat Exchanger System and Method for a Vehicle That Augments and Modifies Aerodynamic Forces,

which was:

- ☐ executed on even date herewith,
- ☒ filed with the United States Patent and Trademark Office on December 18, 1998, and assigned Serial No. 09/215,947, and
- ☒ further described in U.S. Provisional Application entitled **Vehicle Heat Exchangers That Augment and Modify Aerodynamic Forces**, filed with the United States Patent and Trademark Office on 12/19/97, and assigned Serial No. 60/068,105.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Georgia Tech Research Corporation, having a business at 400 Tenth Street, Centennial Research Building, Atlanta, Georgia 30332-0415, hereafter referred to as "GTRC," is desirous of acquiring forty percent (40%) of all right, title, and interest in and to said inventions and said applications or related applications and in any U.S. and foreign patents which may be granted on the same.

WHEREAS, Novatek Inc., having a business at 1850 Atlanta Road, Smyrna, Georgia 30080, hereafter referred to as "NOVATEK," is desirous of acquiring the remaining sixty percent (60%) of all right, title, and interest in and to said inventions and said applications or related applications and in any U.S. and foreign patents which may be granted on the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, *i.e.*, ASSIGNORS, GTRC, and NOVATEK:

(1) ASSIGNORS have sold, assigned, and transferred by a certain letter agreement between the parties dated February 23, 1998 and effective as of March 1, 1998, and by this instant Assignment And Agreement do hereby sell, assign and transfer unto GTRC and GTRC'S successors and assigns:

(a) a forty percent (40%) in and to the entire right, title and interest, for the United States of America, in and to (i) said applications and any related continuations, continuations in part, divisionals, reissues, and reexaminations, (ii) any and all inventions described in said applications and described in any such continuations, continuations in part, divisionals, reissues, and reexaminations and (iii) any and all patents that may be granted in the United States for said inventions; and

(b) a forty percent (40%) in and to the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application for said patent, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the United States for said inventions.

(2) ASSIGNORS have sold, assigned, and transferred by said certain letter agreement between the parties dated February 23, 1998 and effective as of March 1, 1998, and by this Assignment And Agreement do hereby sell, assign and transfer unto NOVATEK and NOVATEK's successors and assigns:

(a) their remaining sixty percent (60%) in and to the entire right, title and interest, for the United States of America, in and to (i) said applications and any related continuations, continuations in part, divisionals, reissues, and reexaminations, (ii) any and all inventions described in said applications and described in any such continuations, continuations in part, divisionals, reissues, and reexaminations and (iii) any and all patents that may be granted in the United States for said inventions; and

(b) their remaining sixty percent (60%) in and to the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application for said patent, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the United States for said inventions.

(3) This Assignment and Agreement does not supersede but merely supplements the letter agreement between the parties dated February 23, 1998, and effective as of March 1, 1998. All parties have agreed and do hereby agree to all terms and conditions set forth in said letter agreement.

(4) ASSIGNORS authorize GTRC to make application for such protection and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from ASSIGNORS, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

(5) ASSIGNORS hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of GTRC and/or NOVATEK to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

(6) ASSIGNORS request that any and all patents for said inventions be issued to GTRC and NOVATEK, jointly, in the United States and in all countries foreign to the United States, or to such nominees as either may designate.

(7) ASSIGNORS agree that, when requested, ASSIGNORS shall, without charge to GTRC or NOVATEK, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of the above-referenced invention, and for the defense and protection thereof if challenged in the court of law.



Kenneth P. Burdges

Date: 3/18/99

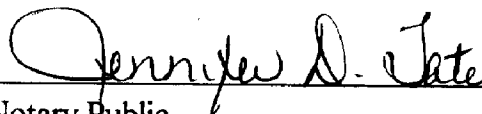
United States of America

State of Georgia

SS: 263 64 8233

County of Cobb

On this 18th day of March, 1999, before me personally came **Kenneth P. Burdges** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires June 8, 2001.

June 8, 2001
My Commission Expires (Date)

Robert J. Englar
Robert J. Englar

Date: 3/18/99

United States of America

State of Georgia

ss: 219-44-7949

County of Cobb

On this 18th day of March, 1999, before me personally came **Robert J. Englar** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Jennifer D. Tate
Notary Public
Notary Public, Cobb County, Georgia.
My Commission Expires June 8, 2001.

June 8, 2001
My Commission Expires (Date)