REQUEST FOR RECORDING AND COVER SHEET UNDER 37 C.F.R. §§ 3.28 AND 3.31

Please record the attached original document or copy thereof:

1. Name of parties conveying the interest:
   James S. Sirkis

2. Name and address of party receiving the interest:
   University of Maryland
   6200 Baltimore Avenue, Suite 300
   College Park, MD 20742-9520

3. Description of the interest conveyed or transaction to be recorded:
   [X] Assignment  [ ] Other:

4. Application Number: 09/127,083

5. Address correspondence concerning this request to: VENABLE, Post Office Box 34385, Washington, D.C. 20043-9998.

6. Number of Applications, Patents or Registrations and total fee:
   Patents: 1 patent rights @ $40 ................. Total: $40.00
   If a greater or lesser fee is required, please charge or credit Deposit Account No. 22-0261 accordingly and notify the undersigned.

7. Date of execution of document: October 23, 1998

To the best of the knowledge and belief of the undersigned, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: August 15, 2000

James R. Burdett
Registration No. 31,594
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT by and between James S. Sirkis, an individual having a principal residence at 14430 Turbridge Court, Burtonsville, MD 20860 (hereinafter referred to as "Assignor"), and the University of Maryland, having a principal office at Office of Technology Liaison, College Park, Maryland 20742 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has created and developed certain inventions, improvements, discoveries, software, or other intellectual property, as described in U.S. Patent Application No. 09/127,083 titled "Method and Apparatus for Determining The Shape of a Flexible Body" filed July 31, 1998 (hereinafter collectively referred to as the "Works"); and

WHEREAS, Assignor agrees that, to the extent the Works are, by operation of law or otherwise, not deemed to be works made for hire within the meaning of the Copyright Act, (Title 17, U.S.C. Section 101, et seq.), Assignor agrees to assign all right, title and interest in and to the Works to Assignee, and further agrees to take such further actions and to execute such further instruments that Assignee might find reasonable or necessary to perfect or to evidence more clearly its right and claim to exclusive ownership of all intellectual property interests respecting the Works; and

WHEREAS, Assignor and Assignee now wish to perfect and to evidence more clearly the right and claim of Assignee to exclusive ownership of all intellectual property interests respecting the Works.

NOW, THEREFORE, in consideration of the rights granted to Assignor under the University of Maryland Patent Policy and Copyright Policy, as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time, and other good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, do hereby covenant and agree as follows:

Section 1. Assignment of the Works.

Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns or other legal representatives, without the necessity of any consideration in addition to that recited herein, all right, title and interest in and to the Works. This assignment shall be operative with respect to all intellectual property rights in and to the Works, including (without limitation), (i) all copyrights in the United States and elsewhere, including all rights of registration, publication, renewal, rights to create derivative works and all other rights incident to copyright ownership, for the residue now unexpired of the present term of any and all such copyrights and any term
thereafter granted during which the Works are entitled to copyright; (ii) all trade secrets, inventions, know-how, ideas and confidential information embodied or reflected in the Works, including any shop rights, for the longest period of protection accorded to such interest under applicable law; and (iii) all patent rights in the United States and elsewhere, including all rights of registration, publication, renewal, and all other works incident to copyright ownership, for the longest period of protection accorded to such interests under applicable law.


The assignment of rights perfected hereunder shall be governed by the University of Maryland Patent Policy and Copyright Policy as approved by the Board of Regents of the University of Maryland, and as amended by them from time to time. Royalty income shall be allocated as set forth in those policies.

Section 3. Warranty.

Assignor warrants and covenants that he/she is the author of the Works and that as of the date of this Assignment, has taken no action respecting the Works which purports or attempts to transfer or encumber any right, title or interest in or to the Works to any other party; and covenants not to take such action in the future.

Section 4. Jurisdiction.

The validity, interpretation, and effect of this agreement shall be governed by the laws of the State of Maryland and of the United States of America. Any legal proceedings involving claims or disputes regarding this agreement shall be brought in the appropriate court in the State of Maryland.

WHEREAS, the parties have caused this Assignment to be executed on the dates below.

ASSIGNOR

Agreed to by: ___________________________ Date: 10/23/98

Printed Name: James S. Sirkis

ASSIGNEE (The University of Maryland)

Acknowledged and Agreed to by: ___________________________ Date: 10/23/98

Title: Assistant Director, OIT