FORM PTO-1595 12-29-2000 U.S. DEPARTMEN **RECOI** (Rev 6-93) EET Patent and Trademark Office DEC 1 8 2000 101566557 To the Director of the United States Patent an. uched original documents or copies thereof. 1. Name of conveying arty(ies): 2. Name and address of receiving party(ies): Lillianne Troeger The University of Virginia 12-18-00 Edgar Starke 314 Madison Hall P.O. Box 400301 Charlottesville, Virginia 22904-4301 NO Additional conveying party(ies) 3. Nature of conveyance: ASSIGNMENT Execution Date: 11/28/2000-11/30/2000 Additional name(s) & address(es) attached? NO 4. Application number(s) or patent number(s): 1 If this is being filed together with a new application, the execution date of the application is: A. Patent Application Number(s): B. Patent Number(s): 09/332,736 Additional numbers attached? NO 5. Name and address of party to whom correspondence 6. Total number of applications/patents involved: concerning document should be mailed: \$40.00 7. Total fee (37 C.F.R. § 3.41): Barry L. Grossman Check Enclosed FOLEY & LARDNER Firstar Center Charge to deposit account 777 East Wisconsin Avenue 06-1447 8. Deposit account number: 53202-5367 Milwaukee, Wisconsin DO NOT USE THIS SPACE To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy 9. Statement and signature: is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account. Barry L. Grossman Name of person signing Total number of pages including cover sheet, attachments, and document: 00000339 09332736 12/28/2000 GTON11 40.00 OP I hereby certify that this document is being deposited with the United States Postal 01 FC:581 Service as first class mail in an envelope addressed to the Assistant Commissioner for Patants, Washington, D.C. 20231, on 3th on of December 2000

FOLEY & LARDNER

PATENT REEL: 011370 FRAME: 0594

ASSIGNMENT

WHEREAS, we Lillianne Troeger, and Edgar Starke, (the "Assignors"), have made an invention entitled

METHOD OF PRODUCING SUPERPLASTIC ALLOYS AND SUPERPLASTIC ALLOYS PRODUCED BY THE METHOD

described in U.S. Provisional Patent Application Serial No. 09/332,736 and International Application No. PCT/US99/13396, both of which filed June 14, 1999; and

WHEREAS, The University of Virginia, 314 Madison Hall, P.O. Box 400301, Charlottesville, Virginia 22904-4301 (the "Assignee"), is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, and any improvements thereon, (the "Invention") and in and to said applications for Letters Patent thereon in the United States, its territories and possessions ("United States") and all foreign countries, including rights to claim priority, to any provisional applications, and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, including any and all reissues, divisions, continuations, continuations-in-part, renewals, substitutes or extensions thereof (the "Rights");

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignors a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute

Page 1 of 3

any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor: Inventor's Name:	Liffianne Troeger
Inventor's Resident Address:	Norfolk, VA 23508
Date of Execution:	Morkmyer 30, 2000
Place of Execution:	City of Objections, State of Virginia
COUNTY/CITY OF (
COUNTY/CITY OF) OLIMAN) ss: STATE OF VIRGINIA)	
On this 30 to day of 100 to be of his/her own free will for the	ersonally appeared Lillianne Troeger, to me known as the atted the foregoing instrument and acknowledged the same purposes therein set forth.

Notary Public
My commission expires: January 31, 2004

Page 2 of 3

Signature of Inventor: Inventor's Name:	Edgar Starke
Inventor's Resident Address	Charlottesville, VA 22901
Date of Execution: Place of Execution:	City of Charlottesville, State of Virginia
COUNTY/CITY OF)) ss:
STATE OF VIRGINIA)
County/City and State afore individual of that name, who	, 2000, before me, a Notary Public in and for the aid, personally appeared Edgar Starke, to me known as the executed the foregoing instrument and acknowledged the same for the purposes therein set forth.
	Notary Public
	My commission expires:

ASSIGNMENT

WHEREAS, we Lillianne Troeger, and Edgar Starke, (the "Assignors"), have made an invention entitled

METHOD OF PRODUCING SUPERPLASTIC ALLOYS AND SUPERPLASTIC ALLOYS PRODUCED BY THE METHOD

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NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and conveyed, and does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire right, title and interest in and to the aforesaid Invention and Rights, except that Assignee hereby grants back to the Assignors a royalty free non-transferrable license to make and use the Invention under the Rights for educational and research purposes, only. The aforesaid assignment includes the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present (either infringement of the rights assigned or to be assigned under this Assignment, as and future infringement of the rights assigned or to be assigned by Assignors if this sale and fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said invention, or resulting from any of said applications thereof, to the Assignee, as the assignee of the entire right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that they have the full right to convey the entire interest herein assigned, that they have not executed and will not execute

Page 1 of 3

any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and other documents, and do all lawful acts and things, which, in the opinion of counsel for said Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in said Assignee, its successors and assigns the entire right, title and interest in and to said Invention and Rights hereby sold, assigned, transferred and conveyed, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, renewal, substitute or extension of said application for Letters Patent or any resulting Letters Patent;

AND Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid invention known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

IN WITNESS WHEREOF, Assignors have hereunto set their hands and seals.

Signature of Inventor: Inventor's Name: Inventor's Resident Address:	Lillianne Troeger
	Norfolk, VA 23508
Date of Execution:	
Place of Execution:	City of, State of Virginia
COUNTY/CITY OF) ss:	
STATE OF VIRGINIA)	
On this day of County/City and State aforesaid, perso individual of that name, who executed to be of his/her own free will for the p	, 2000, before me, a Notary Public in and for the mally appeared Lillianne Troeger, to me known as the the foregoing instrument and acknowledged the same urposes therein set forth.
	Notary Public My commission expires:

Page 2 of 3

Signature of Inventor:		Edgara Storted
Inventor's Name:		Edgar Marke
Inventor's Resident Address:		2098 GARTH ROAD
		Charlottesville, VA 22901
Date of Execution:		11-28-00
Place of Execution:		City of Charlottesville, State of Virginia
County/City of)	
allumance) ss:	
STATE OF VIRGINIA)	

On this <u>28</u> day of <u>November</u>, 2000, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared <u>Edgar Starke</u>, to me known as the individual of that name, who executed the foregoing instrument and acknowledged the same to be of his/her own free will for the purposes therein set forth.

Notary Public Jung

My commission expires: 8/31/04

RECORDED: 12/18/2000