



## 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

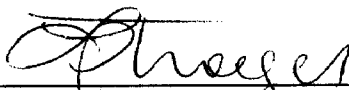
any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

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:

Lillianne Troeger

Inventor's Resident Address:

Norfolk, VA 23508

Date of Execution:

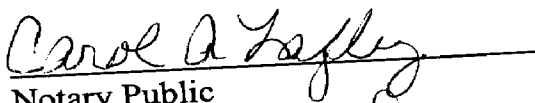
November 30, 2000

Place of Execution:

City of Alexandria, State of Virginia

COUNTY/CITY OF )  
Alexandria ) ss:  
STATE OF VIRGINIA )

On this 30<sup>th</sup> day of November, 2000, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Lillianne Troeger, 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

My commission expires: January 31, 2004



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

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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

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 \_\_\_\_\_, 2000, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Lillianne Troeger, 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

My commission expires: \_\_\_\_\_

Signature of Inventor:  
Inventor's Name:  
Inventor's Resident Address:

Edgar Starke  
Edgar Starke  
2098 GARTH ROAD  
Charlottesville, VA 22901

Date of Execution:  
Place of Execution:

11-28-00  
City of Charlottesville, State of Virginia

COUNTY/CITY OF )  
Allegheny ) ss:  
STATE OF VIRGINIA )

On this 28<sup>th</sup> day of November, 2000, before me, a Notary Public in and for the County/City and State aforesaid, personally appeared Edgar Starke, 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.

Cassyn D. Long  
Notary Public

My commission expires: 8/31/04