



To the Honorable Commissioner of Patents

101982074

attached original documents or copy thereof.

1. Name of conveying party(ies):

**Paul E. Allaire  
Eric H. Maslen**

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

2. Name and address of receiving party(ies)

Name: **University of Virginia**

Internal Address:

Street Address: **314 Madison Hall, P.O. Box 400301**

City: **Charlottesville** State/Country: **Virginia** Zip: **22904**

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **January 14, 2002**

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)

**09/968,690**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **David B. Fonda, MADSON & METCALF**

Internal Address:

Street Address: **15 West South Temple, Suite 900**

City: **Salt Lake City** State: **Utah** ZIP: **84101**

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 (any deficiencies)

8. Deposit account number:

**13-0763**

(Attach duplicate copy of this page if paying by deposit account)

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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.*

**David B. Fonda**

Name of Person Signing

Signature

**January 15, 2002**

Date

Total number of pages including cover sheet, attachments, and document: **3**

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

## ASSIGNMENT

WHEREAS, we **Paul E. Allaire**, and **Eric H. Maslen** (the "Assignors"), have made an invention entitled

### **HYBRID MAGNETICALLY SUSPENDED AND ROTATED CENTRIFUGAL PUMPING APPARATUS AND METHOD**

described in U.S. Patent Application Serial No. 09/968,690, filed October 1, 2001; 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 / Date of Execution: Paul E. Allaire

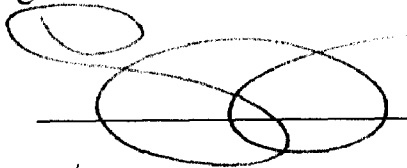
Inventor's Name: Paul E. Allaire  
 Inventor's Resident Address: 805 Emerson Drive  
 Charlottesville, VA 22901

Inventor's Country of Citizenship: USA

Place of Execution: City of Charlottesville, Virginia

COUNTY OF )  
 ALBEMARLE ) ss:  
 COMMONWEALTH OF VIRGINIA )

On this 11 day of January, 2002, before me, a Notary Public in and for the County/City aforesaid in the Commonwealth of Virginia, personally appeared Paul E. Allaire, 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.



[signature, please print name below]

Laura K Matheny, Notary Public, my commission expires on: 7-31-03

Signature of Inventor / Date of Execution:

 17 Jan 2002

Inventor's Name:

Eric H. Maslen

Inventor's Resident Address:

Route 2, Box 28

Earlsville, VA 22936

Inventor's Country of Citizenship:

USA

Place of Execution:

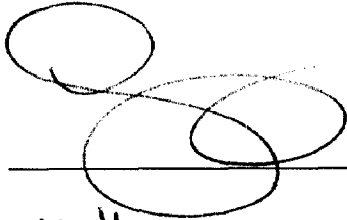
City of Charlottesville, Virginia

COUNTY OF )

ALBEMARLE ) ss:

COMMONWEALTH OF VIRGINIA )

On this 14 day of January, 200~~1~~<sup>02</sup>, before me, a Notary Public in and for the County/City aforesaid in the Commonwealth of Virginia, personally appeared Eric H. Maslen, 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.



[signature, please print name below]

Laura K Matheny Notary Public, my commission expires on: 7-31-03