



02-13-2002



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Submission Type

☒ New **2-8-02**

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

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Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
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☐ Departmental File ☐ Secret File

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Name (line 1)	Execution Date		
	Month	Day	Year
University of Illinois	9	10	96
Name (line 2)			

Second Party

Name (line 1)	Execution Date		
	Month	Day	Year
Name (line 2)			

Receiving Party

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Name (line 1)	Farid Amirouche	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)		
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		Zip Code

Domestic Representative Name and Address

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Mail documents to be recorded with required cover sheet(s) information to:
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Correspondent Name and Address

Area Code and Telephone Number

312 526 1565

Name Gerald S. Schur

Address (line 1) WELSH & KATZ, LTD.

Address (line 2) 120 S. Riverside Plaza, Suite 2200

Address (line 3) Chicago, IL 60606

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,536,059		

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

23-0920

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Gerald S. Schur
Name of Person Signing


Signature

1/10/02
Date

PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is entered into this July 9, 1996 by and between Farid Amirouche ("INVENTOR"), and The Board of Trustees of the University of Illinois ("UNIVERSITY").

WHEREAS, the INVENTOR has created an invention, as described in detail on Exhibit A, attached to and incorporated in this Assignment Agreement, titled "Seat Suspension System Using Human Body Responses" ("INVENTION");

WHEREAS, UNIVERSITY owns the INVENTION; and,

WHEREAS, UNIVERSITY has determined that it is in the best interests of the parties for UNIVERSITY to assign all right, title and interest UNIVERSITY may have now in such INVENTION to the INVENTOR individually, and for UNIVERSITY to waive any future ownership interest in the INVENTION, subject to the rights reserved below.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the parties hereto agree as follows:

1. UNIVERSITY hereby assigns to INVENTOR all of UNIVERSITY's right, title and interest to all patents and patent applications covering the INVENTION, and to waive any future ownership interest UNIVERSITY may otherwise have in such INVENTION and INVENTOR agrees to accept such assignment hereunder.

2. INVENTOR represents that he is the only inventor of the INVENTION.

3. In consideration for said assignment, the INVENTOR agrees to waive the income share to which he would be entitled as inventor under the University patent policy, Article III, Section 1 of the General Rules Concerning University Organization and Procedure, and agrees to pay to UNIVERSITY from eventual Net Income (as defined below) (a) the patent prosecution expenses already incurred by the UNIVERSITY: fourteen thousand eight hundred and three dollars and sixty nine cents (\$14,803.69), and (b) fifty percent (50%) of the first two hundred thousand dollars (\$200,000) of Net Income and twenty-five percent (25%) thereafter of Net Income. "Net Income" shall mean income, whether money or fair market value of nonmonetary property, earned from the manufacture, use or sale of the INVENTION by INVENTOR or any agent, Affiliate (as defined below), licensee or sublicensee of INVENTOR, payable as provided in paragraph 4 below, less the sum of the

following: discounts allowed in amounts customary in the trade; tariff duties and/or use taxes directly imposed and with reference to particular sales; outbound transportation prepaid or allowed; amounts allowed or credited on returns; and bad debts or uncollectible receivables. "Affiliate" shall mean any corporation or other business entity which directly or indirectly controls, is controlled by, or is under common control with INVENTOR. Control means ownership or other beneficial interest in fifty percent (50%) or more of the voting stock or other voting interest of a corporation or other business entity.

4. Reports and Right of Accounting. INVENTOR shall regularly keep full, true and accurate books of account containing all particulars that may be necessary for the purpose of showing the amounts payable to UNIVERSITY hereunder.

INVENTOR, within thirty (30) days after December 31 of each year following the date of execution of this Agreement, shall deliver to UNIVERSITY true and accurate reports of total income due University hereunder from the preceding twelve-month period under this Agreement. These reports shall include at least the following, to be itemized per product and process covered by the INVENTION:

- a. Products and/or processes commercially used or sold by INVENTOR, their agents, licensees, sublicensees or any Affiliate;
- b. Names and addresses of all licensees and sublicensees of INVENTION and Affiliates; and
- c. Total Income due from all licensees and sublicensees, including option fees and due diligence payments; and
- d. Total Income due.

For the term of this Agreement, upon receipt of thirty (30) days prior written notice, INVENTOR shall allow UNIVERSITY or its agents to inspect such books and records for the purpose of verifying INVENTOR's, its agents', licensees' sublicensees' or Affiliates' income statements relative to the Invention. If UNIVERSITY finds INVENTOR's records do not comply with the provisions of this contract for Net Income due UNIVERSITY hereunder, then INVENTOR shall be responsible for all costs, expenses and attorneys fees, if any, auditing and rectifying same, which monies shall be payable within sixty (60) days notice from LICENSOR.

5. Payment. With each report submitted under paragraph 4 above, INVENTOR shall pay to UNIVERSITY the sums due and payable under this Agreement. If no payments shall be due, INVENTOR shall so report. Payment shall be made payable to the "University of Illinois" and sent with an Net Income report to:

Office of the Vice Chancellor for Research
University of Illinois at Chicago
Box 6998, 310 AOB (MC 672)
Chicago, IL 606080
ATTN: Intellectual Property Office

5. **Reservation of Rights.** The INVENTOR hereby grants to the UNIVERSITY a perpetual irrevocable, non-exclusive, non-transferable, royalty-free license to use said INVENTION and any improvements thereon for research and educational purposes at UNIVERSITY.

7. **Non-Assignment.** This Agreement may not be assigned without the prior written mutual consent of the parties

8. **Illinois law shall govern this Agreement.**

9. **INVENTOR understands that said INVENTION is being assigned to him for his own personal activities. The UNIVERSITY does not have any responsibility to further develop the INVENTION, and UNIVERSITY shall not be obligated to expend any additional funds, equipment, facilities or other resources. INVENTOR shall not use any UNIVERSITY funds, equipment or other resources to develop or support said INVENTION after execution of this Assignment Agreement. Any such use shall create an indebtedness of INVENTOR to UNIVERSITY compensable as a wage deduction to the extent allowed by Illinois law.**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by affixing their signatures below.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

INVENTOR


Craig S. Bazzani, Comptroller 9/10/96


Farid Amirouche

Attest:


Michele M. Thompson, Secretary 9/10/96