

04-25-2002

Docket No.: 37000-0101

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp 5/31/2002)
P08A/REV03



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102069121

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

A. BURL DONALDSON

2. Name and address of receiving party(ies):

Name: NEW MEXICO STATE UNIVERSITY

TECHNOLOGY TRANSFER

CORPORATION

Additional names(s) of conveying party(ies)

Yes No

4-15-02

MSC 3RES, Box 30001

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

City: Las Cruces

State/Prov.: NM

Country: US

ZIP: 88003-8001

Execution Date: January 17, 2002

Additional name(s) & address(es)

Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

10/043,006

January 8, 2002

Additional numbers

Yes No

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

Name: Jeffrey D. Myers

Registration No. 35,964

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40.00 OP

City: Albuquerque

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ZIP: 87125-6927

6. Total number of applications and patents involved:

one

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

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13-4213

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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.

Jeffrey D. Myers

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April 5, 2002

Date

6

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
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PATENT

REEL: 012815 FRAME: 0063

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventor/Assignor: A. Burl Donaldson

Serial No. 10/ 043,006

Filing Date: January 8, 2002

Whereas, A. BURL DONALDSON of 407 Aliso, S.E., Albuquerque, New Mexico 87108 (hereinafter referred to as "Assignor") is an employee, former employee, student, or former student of New Mexico State University, Las Cruces, New Mexico 88003 and as such has made a certain invention entitled *Wetstacking Avoidance in Internal Combustion Engins*, for which a patent application was filed at the expense of their employer, on January 8, 2002, in the United States Patent and Trademark Office. The patent application is filed under attorney docket No. 37000UT0101, and is identified as Serial No. 10/043,066, which claims priority of U.S. provisional application serial number 60/260,550 filed January 8, 2001.

Whereas, the Assignor s obligated under the provisions of the New Mexico State University Administrative Policies and Procedures Manual, 1991-1992 ("NMSU APP Manual") to assign the invention and intellectual property rights relating thereto to New Mexico State University, subject to the terms of the NMSU APP Manual; and

Whereas, the intellectual property of New Mexico State University, by authority of its Board of Regents, is required to be assigned to NEW MEXICO STATE UNIVERSITY TECHNOLOGY TRANSFER CORPORATION, MSC 3RES,

Box 30001, Las Cruces, New Mexico 88003-8001, its successors and assigns (hereinafter referred to as "Assignee").

Now, therefore, in view of the above premises and good and valuable consideration the receipt whereof is hereby acknowledged, and with the agreement that the Assignor and Assignee will abide by the New Mexico State University Administrative Policies and Procedures Manual, 1991-1992 ("NMSU APP Manual"), and with the further agreement that Assignor's right to receive money under the NMSU APP Manual shall extend to Assignor's heirs, successors, and assigns, Assignor does hereby sell, assign and transfer unto Assignee all right, title and interest in and to the invention and all improvements and the interest in and to any and all copyrights and patent applications and patents which may be issued thereon in the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, including all provisional, utility, continuations-in-part, divisions, substitutions, reissues, renewals, continuations, reexaminations or other applications based in whole or in part thereon, and the right to sue for past, present, and future infringement of such rights, in the name of Assignee or its designee.

If the work is a "work made for hire" within the meaning of the Copyright Act (Title 17 of the United States Code), Assignor and Assignee agree that the work shall be considered a work made for hire. And Assignor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as

shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents and copyrights.

Assignor hereby authorizes and requests the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Assignor further agrees with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Assignor which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Assignor agrees to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Further, Assignor agrees to communicate to Assignee any facts known to Assignor respecting said invention, and to testify in any legal proceedings, to sign all lawful papers, to execute all provisionals, utilities, divisions, continuations, in whole or in part, substitutions, renewals and reissue applications, to execute all necessary assignment papers to cause any and all of said Patents to be issued to Assignee, to make all rightful oaths and generally to do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper protection for said invention.

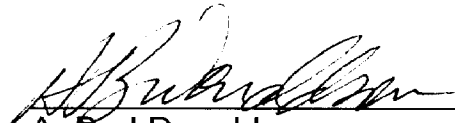
Assignor's rights in the above-mentioned invention or improvement and Related Know-How and any copyrights, patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered,

and Assignor has full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Assignor" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and the U.S. Copyright Office of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent and copyright registration as shall be granted on said application or applications based thereon to Assignee.

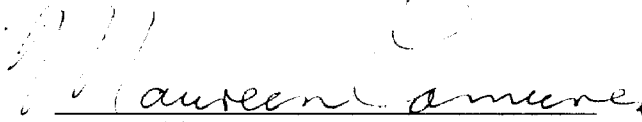
DATED this 17 day of January, 2002.



A. Burl Donaldson

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

The foregoing instrument was acknowledged before me this 17 day of January, by A. Burl Donaldson.



Notary Public

My commission expires:

2-28-02

SEAL