

05-13-2002

OMB No. 0651-0027 (exp. 5/31/2002)

PATE



102086330

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):

James M. Rutherford and Mark K. Ekblad

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

5.2.02

2. Name and address of receiving party(ies)

Name: USON, L.L.P.

Internal Address: 5215 Hollister

Houston, TX 77040

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: March 6, 2002 and March 11, 2002

Street Address: Same as Above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) & address(es) attached?

☐ Yes ☒ No

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)

B. Patent No.(s)

10/087.729, filed March 5, 2002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher J. Rourk

Internal Address: \_\_\_\_\_

Akin, Gump, Strauss, Hauer & Feld, L.L.P.

Street Address: P.O. Box 688

City: Dallas State: TX ZIP: 75313-0688

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

8. Deposit account number:

01-0657

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

DO NOT USE THIS SPACE

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.

Christopher J. Rourk

Name of Person Signing

Reg. No. 39,348

[Signature]  
Signature

4/25/02  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

Assistant Commissioner for Patents, Box Assignment

Washington, D.C. 20231

05/07/2002 JHALL:ME 00000009 10067729

01 FC:581

40.00 BP

052473.0017 DALLAS 564019 v1

PATENT  
REEL: 012870 FRAME: 0354

**ASSIGNMENT**

WHEREAS, We James M. Rutherford and Mark K. Ekblad, citizens of the United States of America and residing at the addresses as stated below, have jointly made an invention entitled "System and Method for Leak Rate Testing During Adiabatic Cooling" for which we have executed an application for United States Letters Patent on \_\_\_\_\_ and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: 3/5/02 Serial No.: 10/087, 729

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent;

WHEREAS, USON, L.P., (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of Texas, having a place of business at 5215 Hollister, Houston, Texas 77040, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by me, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application have been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

The undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

Date: 3/11/02

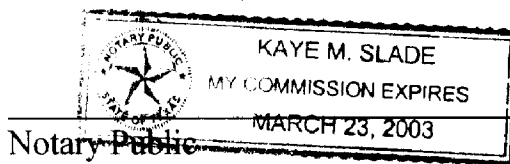
James M. Rutherford  
First Inventor: James M. Rutherford

Residence Address:  
17310 Rose Vale Ct.  
Cypress, Texas 77429

State of Texas )  
County of Harris ) ss.

Before me, the undersigned Notary Public, on this day personally appeared James M. Rutherford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11<sup>th</sup> day of March, 2002.



Notary Public

Kaye M. Slade

My Commission Expires: March 23, 2003

Date: \_\_\_\_\_

Second Inventor: Mark K. Ekblad

Residence Address:  
1452 Marcia Avenue  
San Jose, CA 95125

State of California )  
County of Santa Clara ) ss.

Before me, the undersigned Notary Public, on this day personally appeared Mark K. Ekblad, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ASSIGNMENT**

WHEREAS, We James M. Rutherford and Mark K. Ekblad, citizens of the United States of America and residing at the addresses as stated below, have jointly made an invention entitled "System and Method for Leak Rate Testing During Adiabatic Cooling" for which we have executed an application for United States Letters Patent on \_\_\_\_\_ and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: 3/5/02 Serial No.: 10/087,729

WHEREAS, we represent and warrant that we are the joint owners of said invention and application for Letters Patent;

WHEREAS, USON, L.P., (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of \_\_\_\_\_, having a place of business at 5215 Hollister, Houston, Texas 77040, is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by me, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.

We covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application have been or will be made or entered into which would conflict with this assignment and sale.

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The undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names.

Date: \_\_\_\_\_

\_\_\_\_\_  
First Inventor: James M. Rutherford

Residence Address:  
17310 Rose Vale Ct.  
Cypress, Texas 77429

State of Texas )  
County of Harris ) ss.

Before me, the undersigned Notary Public, on this day personally appeared James M. Rutherford, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Date: MARCH 6, 2002

Mark K. Ekblad

Second Inventor: Mark K. Ekblad

Residence Address:  
1452 Marcia Avenue  
San Jose, CA 95125

State of California )  
County of Santa Clara )

ss.

Before me, the undersigned Notary Public, on this day personally appeared Mark K. Ekblad, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6<sup>th</sup> day of MARCH, 2002.

Atik Aman

Notary Public

My Commission Expires: 3-15-2003

