



09-11-2002

Docket No.: 01640270AA

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FORM PTO-1595 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar P08/REV02



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T U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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): Virginia Polytechnic Institute and State University 9.5.02 Additional names(s) of conveying party(ies) [] Yes [X] No

2. Name and address of receiving party(ies): Name: Virginia Tech Intellectual Properties, Inc. Internal Address:

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 08/22/02

Street Address: 1872 Pratt Drive City: Blacksburg State: VA ZIP: 24060 Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No. (s) 10/184,073 filed 06/28/02 B. Patent No. (s)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael E. Whitham Internal Address: 09/10/2002 TBI021 00000109 10184073 01 FC:581 40.00 DP Street Address: Whitham, Curtis & Christofferson, P.C. 11491 Sunset Hills Road - Suite 340 City: Reston State: VA ZIP: 20190

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [X] Enclosed - Any excess or insufficiency should be credited or debited to deposit account [] Authorized to be charged to deposit account 8. Deposit account number: 50-2041

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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. Michael E. Whitham Signature Date: September 5, 2002

Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

WHEREAS, Virginia Polytechnic Institute and State University, (hereinafter referred to as **ASSIGNOR**), an institute of higher education organized under the laws of the Commonwealth of Virginia, having an office and principal place of business at Blacksburg, Virginia, is the owner of the entire right, title and interest in and to application for United States Letters Patent, filed on June 28, 2002 as Application Serial Number 10/184,073, in the names of Zhangjing Chen and Fred M. Lamb for **METHOD AND APPARATUS FOR VACUUM DRYING WOOD IN A COLLAPSIBLE CONTAINER IN A HEATED BATH** and of the invention therein described; and

WHEREAS, Virginia Tech Intellectual Properties, Inc. (hereinafter referred to as **ASSIGNEE**), a non-stock corporation organized under the laws of the Commonwealth of Virginia and having a principal place of business at 1872 Pratt Drive, Blacksburg, Virginia 24060, is desirous of acquiring the entire right, title and interest in, to and under said application and said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by **ASSIGNEE** to **ASSIGNOR** of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, **ASSIGNOR** hereby sells, assigns and transfers to **ASSIGNEE**, its lawful successors and assigns, the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and authorize and request the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereto, to issue same for this invention to **ASSIGNEE**, its lawful successors and assigns.


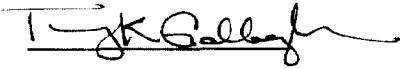
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to **ASSIGNOR** and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, ASSIGNOR has caused the hand of its proper office to be subscribed hereto this 22 day of August, 2002.

Witnessed by:

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY


By: Minnis E. Ridenour
Chief Operating Officer