

10-02-2002

To the Honorable Commissioner of Patents



Send original documents or copy thereof.

102245760

1. Name of conveying party(ies):

Virginia Polytechnic Institute & State University

Additional names of conveying party(ies) attached?

yes no

3. Nature of Conveyance

9/24/02

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 8, 2002

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

Name: VIRGINIA TECH INTELLECTUAL PROPERTIES
Internal Address:

Street Address: 1872 Pratt Drive, Suite 1625
City: Blacksburg
State: Virginia
Zip Code: 24060

Additional name(s) & address(es) attached? yes no

10997 U.S. PTO
10/252725
09/24/02

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

Title: BOOK BAG

If this document is being filed together with a new application, the execution date of the application is September 8, 2002

A. Patent Application No(s).

10/252725

B. Patent No(s).

Additional numbers attached? Yes No

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

Andrew M. Calderon, Esq.
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McLean, VA 22102
(703)712-5000

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
 Total fee due
 Any deficiencies in the enclosed fees

8. Deposit account number:
23-1951

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.

Andrew M. Calderon
Name of Person Signing

Signature

September 24, 2002
Date

Total number of pages including cover sheet: 3

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40.00 DP

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 Serial No. 09/ , filed on , in the names of Mitzi R. Vernon and Tanya Blasko for BOOK BAG 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, Suite 1625, Blacksburg, VA 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 officer to be subscribed hereto this 8 day of September, 2002.

Witnessed by:

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Henry M Chenault

Minnis Ridenour
By: Minnis Ridenour
Chief Operating Officer