

02-12-2003



PATENT

102363106

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

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Conveying Party(ies)

Mark if additional names of conveying parties attached

| Name | Execution Date | | |
|------------------|----------------|-----|------|
| | Month | Day | Year |
| Neil Gershenfeld | 05 | 21 | 96 |
| Joshua R. Smith | 05 | 21 | 96 |
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| | / | / | |
| | / | / | |

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Mail documents to be recorded with required cover sheet(s) information to:
Box Assignment, Director of the United States Patent and Trademark Office, Washington, D.C. 20231

PATENT
REEL: 013735 FRAME: 0802

Correspondent Name and Address

Area Code and Telephone Number 617-248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 4

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)

Grid for entering Patent Application Number(s) and Patent Number(s). Includes handwritten entry 5,914,610.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned. 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 [x] Deposit Account []

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

Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [] No [x]

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.

Steven J. Frank

Handwritten signature of Steven J. Frank

February 4, 2003

Name of Person Signing

Signature

Date

FRANKS\6992\23.2573991_1

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ASSIGNMENT

Whereas we, Neil Gershenfeld, who resides at 20 Chapel Street, Somerville, in the Commonwealth of Massachusetts, and Joshua R. Smith who resides at 194 Norfolk Street, Cambridge, in the Commonwealth of Massachusetts, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled DISPLACEMENT-CURRENT METHOD AND APPARATUS FOR RESOLVING PRESENCE, ORIENTATION AND ACTIVITY IN A DEFINED SPACE, identified by Cesari and McKenna File No. 109026-23, which application was filed on February 23, 1996, and given Serial No. 08/606,540 by the United States Patent and Trademark Office; and

Whereas the Massachusetts Institute of Technology, whose address is 77 Massachusetts Avenue, Cambridge, Massachusetts 02139, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, Therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

5/21/96

Date

Neil Gershenfeld

Neil Gershenfeld

Inventor

[Seal]

5/21/96

Date

Joshua R. Smith

Joshua R. Smith

Inventor

[Seal]

Commonwealth of Massachusetts)

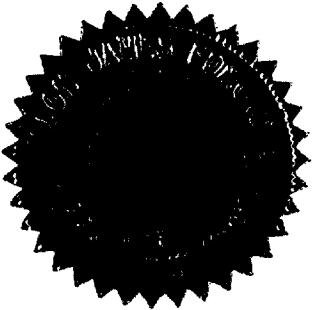
) ss.

County of *Middlesex*)

On this 21ST day of ^{May}~~February~~, 1996, before me appeared Neil Gershenfeld, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

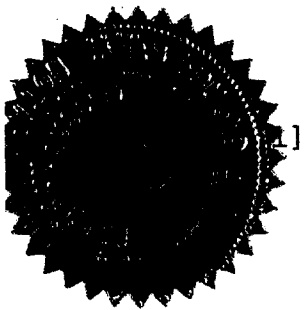
James Edmund Blanchflower
Notary Public

My Commission expires 8/30/2002



Commonwealth of Massachusetts)
County of Middlesex) ss.
)

On this 21st day of ~~February~~ May, 1996, before me appeared Joshua R. Smith, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.



James Edmund Blanchard
Notary Public

My Commission expires 8/30/2002