



03-14-2003

ocket No. ACST001-US0

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U.S. Department of Commerce Patent and Trademark Office

**Recordation Form Cover Sheet  
Patents Only**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

**XX** New  
 Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_  
Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_  
Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

*3:1003*

**Conveyance Type**

**XX** Assignment  
 License  
 Merger  
 Other \_\_\_\_\_  
 Security Agreement  
 Change of Name

**Conveying Party(ies)**

Name (line 1): Acoustic Systems, Inc.  
Name (line 2): \_\_\_\_\_  
Execution Date: February 26, 2003

**Second Party**

Name (line 1): \_\_\_\_\_  
Name (line 2): \_\_\_\_\_  
Execution Date: \_\_\_\_\_

Mark if additional names of conveying parties is attached.

**Receiving Party(ies)**

Name (line 1): ETS-Lindgren, L.P.  
Name (line 2): \_\_\_\_\_  
Address: 1301 Arrow Point Dr.

City: Cedar Park State: TX Zip: 78613

If Document to be recorded is an assignment to a receiving party not domiciled in the United States, an appointment of a domestic representative is attached (Designation must be separate document from assignment document.)

**Pages:** Enter the total number of pages of the attached conveyance document, including any attachments: Two

**Application Number(s) or Patent Number(s)**

Patent Application No(s): 09/843,989  
Patent No(s): \_\_\_\_\_

If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: \_\_\_\_\_

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. application number has not been assigned.

PCT: \_\_\_\_\_ PCT: \_\_\_\_\_ PCT: \_\_\_\_\_  
PCT: \_\_\_\_\_ PCT: \_\_\_\_\_ PCT: \_\_\_\_\_

**Total Number of Properties Involved:** One

**Correspondent Name and Address**

**Name:** Patrick Stellitano **Address:** 2803 Inridge Dr, Austin, TX 78745  
**Telephone:** 512/899-8038 **Facsimile:** 512/899-9874

**Fee Amount:** Fee amount for properties listed (37 CFR 3.41) \$40.00

Method of Payment:  **XX** Enclosed  Deposit Account No. 501635  
Authorization to charge Additional Fees:  **XX** YES  **NO**

**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.

*Patrick Stellitano*  
Patrick Stellitano *March 3, 2003*  
Date

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## ASSIGNMENT

WHEREAS, **Acoustic Systems, Inc.**, a corporation having its principal place of business at 415 E. St. Elmo, Austin, TX 78764 (hereinafter called "Assignor"), is the owner of certain new and useful invention(s) entitled

**"Sound Absorbing Closure Panels for Sound Isolation Modules"**  
(hereinafter called "Invention"); and

WHEREAS, **ETS-Lindgren, L.P.**, a corporation having its principal place of business at 1301 Arrow Point Drive, Cedar Park, TX 78613 (hereinafter called "Assignee"), desires to acquire and Assignor desires to assign to Assignee all right, title and interest in and to said Invention, and all improvements, patents and patent applications on said Invention; and

NOW, THEREFORE, Assignor, for and in consideration of Ten dollars, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration does hereby SELL, ASSIGN and CONVEY unto ASSIGNEE all right, title and interest throughout the world in and to:

1. The Invention;
2. All applications for patent or like protection on the Invention that have now or may in the future be made by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;
3. All patents and like protection that have now been or may in the future be granted on the Invention to Assignor or his legal representatives, whether in the United States of America or in any other place anywhere in the world;
4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws or statutes;
5. All rights of action on account of past, present and future unauthorized use of the Invention and for infringement of the patents and like protection;
6. The right of the Assignee to file in its name applications for patents and like protection for the Invention in the United States and in any country or countries foreign to the United States;
7. All international rights or priority associated with the Invention, applications for patents, patents and like protection; and
8. All technical information, improvements, trade secrets and know-how whether or not patented or copyrighted pertaining to said Invention.

Assignor warrants that he is not aware of anything that would affect the validity or enforceability of any patent rights or like protection on the Invention that have now been or may in the future be granted on the Invention to the Assignor, Assignee or their legal representatives, whether in the United States of America or any other country or place anywhere in the world. Assignor also warrants that he has the unencumbered right to enter this agreement and to grant the assignment made the subject hereof, and particularly warrants that his claimed title to the Invention is entirely his own without liens or encumbrances whatsoever.

Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment. Assignor further covenants that Assignor, his heirs, legal representatives, assigns, administrators and executors will not contest the validity or enforceability of any patent rights and like protection that have now been or may in the future be granted on the Invention to the Assignor, Assignee or their legal representatives, whether in the United States of America or any other country or place anywhere in the world.

This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

EXECUTED on the date indicated below.

Date: 2-26-03

By: *Linda E. Van Bavel*

Printed Name: LINDA E VAN BAVEL

Title: CONTROLLER

THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged by \_\_\_\_\_, on this 26<sup>th</sup> day of February 2003.

*Cindy Nutt*  
Notary Public in and for the State of Texas

My commission expires: 3-10-04

