

05-08-2003

RE



THOM-0027

102443391

To The Honorable Commissioner of Patents and Trademarks: PLEASE record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2003 MAY -6 AM 10: 27

Mark Davies 5.6.03 April 1, 2003
First Assignor Date of Execution

Raymond Joseph Matela April 1, 2003
Second Assignor Date of Execution

Hazel Rymer April 1, 2003
Third Assignor Date of Execution

Fourth Assignor Date of Execution

Fifth Assignor Date of Execution

Sixth Assignor Date of Execution

Additional name(s) of conveying party(ies) attached? YES NO

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

Name: The Open University

Street Address: Walton Hall
Milton Keynes MK7 6BT
United Kingdom

Additional name(s) & address attached? YES NO

3. Nature of Conveyance (check only one):

- New Assignment
- License Agreement
- Change of Name
- Merger
- Security Agreement
- Other:

Cross-reference of Assignment filed in United States Application No. / , recorded on at Reel No. and Frame No.

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:

10/327,954, Filed December 23, 2002

Patent Nos.:

Date application was signed by the first named executing inventor

(Fill-in this date only if assignment is filed together with a new application)

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

Name: Karen Millane Whitney
WOODCOCK WASHBURN LLP
One Liberty Place - 46th Floor
Philadelphia, Pennsylvania 19103-7301
215-568-3100

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 Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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.

MaryAnn Devine

Name of Person Signing

Signature

May 1, 2003

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 5

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

05/07/2003 ECDOPER 00000222 10327954

01 FC:8021

40.00 00

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

(Pending Application);
Serial No. 10/327,954)ASSIGNMENT

WHEREAS, we **Mark Davies, Raymond Joseph Matela and Hazel Rymer**, hereinafter referred to as the assignors, residing respectively at **111 High Street, Brackely, Northants NN13 7BN, 1 Maple Way, Cranfield, Bedfordshire MK43 0DW and 24 Botley Road, Chesham, Buckinghamshire HP5 1XG** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. **10/327,954**, filed **December 23, 2002**, entitled **GRAVITY METER**; and

WHEREAS, **The Open University**, hereinafter referred to as the assignee, of **Walton Hall, Milton Keynes MK7 6BT, United Kingdom**, a corporation of the United Kingdom, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees

and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

AND this Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original of this Assignment. Additionally, we hereby authorize our attorneys to collect the signature pages of each executed counterpart and to attach those signature pages to a single copy of this instrument, which single copy and attached signature pages together shall constitute an original of this Assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

1st April 2003
Date

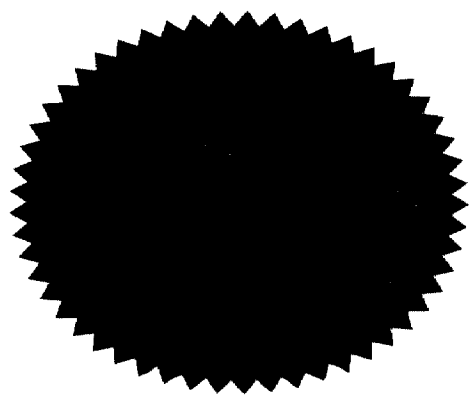
Mark Davies (L.S.)
Mark Davies

STATE OF ENG (AW) :
COUNTY OF Northamp Lth : SS

On this 1st day of April, year of 2003, before me personally came the above named MARK DAVIES to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

D. M. Orton-Jones
Notary Public

D. M. ORTON-JONES
NOTARY PUBLIC
NORTHAMPTON
ENGLAND



14 April 2003
Date

Raymond Joseph Matela (L.S.)
Raymond Joseph Matela

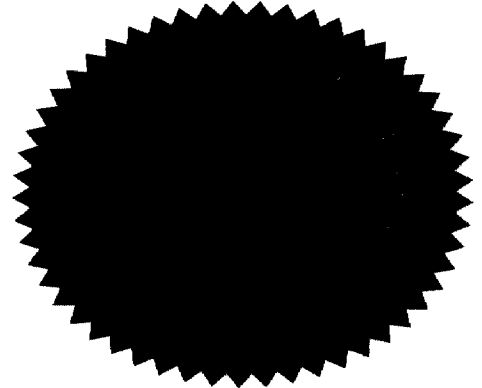
STATE OF ENGLAND :
COUNTY OF Northampton : SS

On this 14 day of April, year of 2003, before me personally came the above named RAYMOND JOSEPH MATELA to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

[Signature]

Notary Public

D. M. ORTON-JONES
NOTARY PUBLIC
NORTHAMPTON
ENGLAND



1st April 2003
Date

Hazel Rymer (L.S.)
Hazel Rymer

STATE OF ENGLAND :
COUNTY OF Northampton : SS

On this 1st day of April, year of 2003, before me personally came the above named HAZEL RYMER to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

D. M. Orton-Jones
Notary Public

D. M. ORTON-JONES
NOTARY PUBLIC
NORTHAMPTON
ENGLAND

