

12-03-2003

NASA Case No. LEW 17,510-1



COVER SHEET  
Y

102614113

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

1. Name of conveying party(ies): 12.1.03 2. Name and address of receiving party:

Nicholas Penney

U.S. Government as represented by the  
Administrator of National Aeronautics  
and Space Administration  
Washington, D.C. 20546-0001

Additional name(s) of conveying party(ies)

Attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other

Execution Date: 10/23/2003

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

10/693,853

Additional numbers attached?  Yes  No

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

6. Total number of applications and patents involved: 1

Kent N. Stone  
Patent Attorney, Mail Stop 500-118  
NASA Glenn Research Center  
21000 Brookpark Road  
Cleveland, Ohio 44135

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number:

14-0116

(Attach duplicate copy of this page if paying by deposit account)

12/02/2003 DBYRNE 00000052 140116 10693853

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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.

Kent N. Stone Reg No. 31,883

Name of Person Signing

Signature

Kent N Stone

Date

11-25-2003

Total number of pages comprising cover sheet: 1

PATENT

REEL: 014737 FRAME: 0502

2003 DEC -1 PM 2:28  
OPR/FINANCE



National Aeronautics and  
Space Administration

Patent Application

NASA Case No. LEW 17,510-1

**ASSIGNMENT and AGREEMENT**

Title of Invention: Torsional Magnetorheological Device

Inventor(s): Nicholas Penney

NASA Case No.: LEW 17,510-1

Application No.\*: 10/693853

Application Filing Date\*: 10/23/03

WHEREAS, the parties to this Assignment and Agreement are the undersigned Inventor(s), and the United States Government (hereafter Government), as represented by the Administrator of the National Aeronautics and Space Administration, Washington, D.C. 20546;

WHEREAS, the undersigned Inventor(s) has (have) executed, in the date indicated below, an application for a United States Patent on the above-entitled Invention; and

WHEREAS, the Government is desirous of acquiring the entire right, title and interest in the above-entitled Invention and the executed application.

NOW THEREFORE, in consideration of the payment of royalties, pursuant to NASA Policy Directive, NPD 2092.1, Royalties and Other Payments Received by NASA from the Licensing of Patents and Patent Applications, that may result from licensing the above-entitled Invention, the undersigned hereby:

1. Assigns to the Government my (our) full and exclusive right in and to said Invention within the United States of America, its territories and possessions, and my (our) entire right, title and interest in and to said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom.

Assignment individual inventor to NASA July 1998

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**PATENT**  
**REEL: 014737 FRAME: 0503**

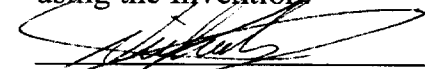
2. Agrees to grant to the Government the option to acquire foreign rights.

3. Agrees, at the expense of the Government, (a) to execute any document for, (b) to deliver any requested information to, and (c) to cooperate in any manner with the Government in order to allow the Government to protect any interest transferred by this Assignment and Agreement.

\*4. Authorizes and requests the attorneys of record in the application to insert the application number and filing date above when required.

5. Reserves a non-exclusive, non-transferable, license to make and use the above-entitled Invention embodied in said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom solely for the purpose of nonprofit academic research conducted by the undersigned.

6. Agrees to submit to the Office of Patent Counsel/, NASA Glenn Research Center, a written report annually within thirty (30) days after the first day of January during the life of said application, and any corresponding continuation or divisional application(s) and any patent(s) that may issue therefrom, summarizing the making and using of the Invention, specifically including the purpose for which the Invention was made or used, the employment at the time, the funding agreement performed under, if any, and the results achieved by making and using the Invention

  
(Signature of Inventor)

10-23-03

Date

10-23-03

Date Application Executed

Nicholas Penney

(Inventor's Typed Name)

1195 Ravenna Road, Kent, Ohio, U.S.A. 44240

(Post Office Address - Including Country)