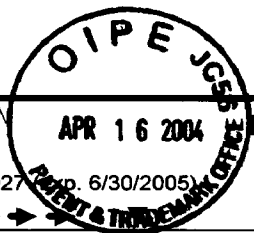


4/16/04

4-19-04

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il documents or copy thereof.

1. Name of conveying party(ies):

James Franklin Cuttino
Jeroen Arend Antoon van Assen
Jerald Lee Overcash

2. Name and address of receiving party(ies)

Name: University of North Carolina at Charlotte

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: 9201 University City Boulevard

City: Charlotte State: NC Zip: 28223

Execution Date: 4/8/04, 4/14/04, 4/8/04

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)

10/409,746

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: James D. Wright

Internal Address: Kennedy Covington Lobdell &

Hickman, LLP

Hearst Tower, 47th Floor

Street Address: 214 North Tryon Street

City: Charlotte State: NC Zip: 28202

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

8. Deposit account number:

18-1215

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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.

James D. Wright, Reg. No. 43,291

Name of Person Signing

James D. Wright
Signature

April 16, 2004

Date

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ASSIGNMENT

WHEREAS,

**James Franklin Cuttino
4920 Benthaven Lane
Charlotte, North Carolina 28269**

**Jeroen Arend Antoon van Assen
Vonderveld 20
5583 GX Waalre
The Netherlands**

**Jerald Lee Overcash
1470 Shuping Mill Road
Rockwell, North Carolina 28138**

(hereinafter "Assignors") have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

TUNABLE VIBRATORY ACTUATOR

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignors hereby authorize and request Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 10/409,746

Filed on: April 8, 2003; and

WHEREAS,

**University of North Carolina at Charlotte
9201 University City Boulevard
Charlotte, North Carolina 28223-0001**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any

and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have agreed to sell, assign, transfer and convey, and by these presents do hereby sell, assign, transfer and convey, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignors hereby covenant and agree, and bind any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignors hereby authorize and empower Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent and agree that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignors covenant and agree that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Finally, Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

Signed and sealed this the 8 day of April, 2004.


James Franklin Cuttino (Assignor)

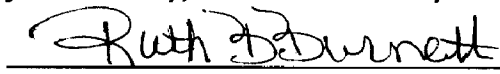
NOTARIZATION

State of NORTH CAROLINA

County of IREDELL

United States of America

On this 8th day of April, 2004, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).


Notary Public

My Commission Expires: Aug 22, 2004



- Signatures Continued on Following Page -

Signed and sealed this the 14th day of April, 2004.


Jeroen Arend Antoon van Assen (Assignor)

- Signatures Continued on Following Page -

Signed and sealed this the 8TH day of APRIL, 2004.


Gerald Lee Overcash (Assignor)

NOTARIZATION

State of

NORTH CAROLINA

County of

IREDELL

United States of America

On this 8th day of April, 2004, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).



Notary Public

My Commission Expires:

Aug. 22, 2004

