

National Aeronautics and
Space Administration

Express Mailing Certificate 647898US



Lyndon B. Johnson Space Center
2101 NASA Road 1
Houston, Texas 77058-3696

05-20-2004



102749189

MAY 12 2004

PATENT APPLICATION

Reply to Attn of:

HA

5-12-04

Honorable Commissioner of Patents and Trademarks
North Tower Building, Suite 10C35
Washington, D.C. 20231

17548 U.S. PTO
10/845608
051204

Please record the attached original document or copy thereof.

- (1) Conveying party(ies): DANIEL P. GUNDO
- (2) Receiving party: U.S. GOVERNMENT AS REPRESENTED BY THE ADMINISTRATOR OF NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, WASHINGTON, D. C. 20546
- (3) Nature of conveyance: ASSIGNMENT
Execution Date: 03/17/2004
- (4) Application Number: MSC-23594-1
Execution Date: 04/16/2004
- (5) Return recorded document to: NASA JOHNSON SPACE CENTER
ATTN: HA/EDWARD K. FEIN
2101 NASA ROAD 1
HOUSTON, TEXAS 77058
- (6) Total number of applications involved: ONE
- (7) Total fee (37 CFR 3.41): \$40.00
- (8) Charge to DEPOSIT ACCOUNT NO. 14-0116.
- (9) 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.

10845608

Total Number of pages including cover sheet: 3

Respectfully,

Theodore U. Ro
Theodore U. Ro, Reg. #52,168

Enclosures:

- 1. NASA FORM 430 (ASSIGNMENT)
- 2. ADDITIONAL COPY OF THIS FORM

05/19/2004 MGETACHE 00000099 140116 10845608
01 FC:8021 40.00 DA

PATENT
REEL: 015337 FRAME: 0229



Assignment to the Government (by Government Employee)

Title of Invention: Exercise Apparatus

Inventor(s): Grant Schaffner, Jason R. Bentley, James A. Loehr, all employees of Wyle Laboratories together with Daniel P. Gundo an employee of NASA Ames Research Center

NASA Case No.: MSC-23594-1 Application No.*: _____ Filing Date*: _____

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;

WHEREAS, the making of this Assignment and Agreement is in accordance with 37 CFR Part 501; and

WHEREAS, the undersigned inventor(s) has (have) executed, on the date(s) indicated below, an application for United States Patent on the above-entitled invention.

NOW THEREFORE, in consideration of employment by the Government, the undersigned hereby:

1. Assign 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.

2. Agree to grant to the Government my (our) full and exclusive foreign rights in and to said invention, in accordance with 37 CFR 501.9(d), including rights of priority under the International Convention of Paris (1883), as amended. If the Government chooses not to file an application in any foreign country, I (we) may request rights in that country, in accordance with 37 CFR 501.9(d), and such rights will be subject to the reservation to the Government of a nonexclusive, irrevocable, royalty-free license in the invention with power to grant licenses for all governmental purposes. The terms of such reservation will appear, where practicable, in any foreign patent which may issue on such invention.

3. Agree, 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. Authorize and request the attorneys of record in the application to insert the application number and filing date above when required.

[Signature] 3/17/04 3/17/04
(Signature of Inventor) (Date Assignment Executed) (Date Application Executed)

Daniel P. Gundo 557 Patton Avenue, San Jose, CA 95128
(Inventor's Typed Name) (Mailing Address - Including Country)

(Signature of Inventor) (Date Assignment Executed) (Date Application Executed)

(Inventor's Typed Name) (Mailing Address - Including Country)

(Signature of Inventor) (Date Assignment Executed) (Date Application Executed)

(Inventor's Typed Name) (Mailing Address - Including Country)



Assignment to the Government (by Government Employee)

Title of Invention: Exercise Apparatus

Inventor(s): Grant Schaffner, Jason R. Bentley, James A. Loehr, all employees of Wyle Laboratories together with Daniel P. Gundo an employee of NASA Ames Research Center

NASA Case No.: MSC-23594-1 Application No.*: _____ Filing Date*: _____

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;

WHEREAS, the making of this Assignment and Agreement is in accordance with 37 CFR Part 501; and

WHEREAS, the undersigned inventor(s) has (have) executed, on the date(s) indicated below, an application for United States Patent on the above-entitled invention.

NOW THEREFORE, in consideration of employment by the Government, the undersigned hereby:

1. Assign 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.

2. Agree to grant to the Government my (our) full and exclusive foreign rights in and to said invention, in accordance with 37 CFR 501.9(d), including rights of priority under the International Convention of Paris (1883), as amended. If the Government chooses not to file an application in any foreign country, I (we) may request rights in that country, in accordance with 37 CFR 501.9(d), and such rights will be subject to the reservation to the Government of a nonexclusive, irrevocable, royalty-free license in the invention with power to grant licenses for all governmental purposes. The terms of such reservation will appear, where practicable, in any foreign patent which may issue on such invention.

3. Agree, 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. Authorize and request the attorneys of record in the application to insert the application number and filing date above when required.

(Signature of Inventor)

3/17/04
(Date Assignment Executed)

3/17/04
(Date Application Executed)

Daniel P. Gundo
(Inventor's Typed Name)

557 Patton Avenue, San Jose, CA 95128
(Mailing Address - Including Country)

(Signature of Inventor)

(Date Assignment Executed)

(Date Application Executed)

(Inventor's Typed Name)

(Mailing Address - Including Country)

(Signature of Inventor)

(Date Assignment Executed)

(Date Application Executed)

(Inventor's Typed Name)

(Mailing Address - Including Country)