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Sheet

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

## 1. Name of conveying party(ies):

Luna Innovations Incorporated

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

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:

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

Name: IHS Energy Group

Internal Address:

Street Address: 15 Inverness Way East

City: Englewood

State: CO

ZIP: 80112

Additional name(s) and address(es) attached? ☐ Yes ☒ NoExecution Date: October 1, 2003

## 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): 10/440,416

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas D. Franklin  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, Eighth Floor  
San Francisco, California 94111-3834  
(415) 576-02006. Total number of applications and patents involved: 24

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

☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 20-1430

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

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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.*

Thomas D. Franklin

Name of Person Signing  
Atty. Reg. No. 43,616

Signature

June 16, 2004

Date

Total number of pages including cover sheet, attachments and documents: **6**

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

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06/22/2004 DBYRNE 00000039 201430 10440416

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PATENT  
REEL: 015475 FRAME: 0241

**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Agreement") is made and entered into as of October 1, 2003 by and between Luna Innovations Incorporated, a Delaware corporation ("Innovations") and IHS Energy Innovations, Inc., a Colorado corporation ("IHS").

**RECITALS**

- A. Innovations wishes to assign all of its rights in certain intellectual property to IHS, which wishes to be assigned such rights, subject to the terms and conditions hereof.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**1. DEFINITIONS.**

1.1 "Company Products" shall have the meaning set forth in the Share Purchase Agreement.

1.2 "iMonitoring Wireless Sensing Technology" shall mean (i) the wireless sensing devices and technology (including wireless sensing devices and technology under development), including sensors and all hardware, firmware and software designs, that are embodied, contained or utilized in Company Products, (ii) the items identified in Exhibit A and in any related mechanical package designs, circuit designs, PCB layouts, power supply designs, sensor selection and integration information used in wireless sensors, wireless radio design information for the 900 MHz ISM radio including RF communications methods and techniques for micro-powered data transmission, embedded software, software applications/user interface for the PC and iPAQ, and schematics, other than, in each case, rights to Licensed Sensor Technology (as defined in the Share Purchase Agreement).

1.3 "Intellectual Property Rights" shall mean all proprietary or other rights throughout the world provided under (i) patent law, including inventions, whether patentable or not, issued patents, applications therefor pending before any relevant authority worldwide, including, without limitation, any additions, continuations, continuations-in-part, divisions, reissues, reexaminations, renewals or extensions based thereon, (ii) copyright law, (iii) trademark and service mark law, (iv) design patent or industrial design law, (v) semiconductor chip or mask work law, (vi) trade secret and trade dress law, and (vii) any other statutory provision, common law principle or principle of law under any jurisdiction in the world which provides proprietary or other intellectual property rights.

1.4 "Assigned Know-How" shall mean know-how, trade secrets, confidential and proprietary information, concepts, techniques, processes, procedures, data and other scientific, technical or engineering information, whether or not patentable, related to the iMonitoring Wireless Sensing Technology that are owned by Innovations on the date hereof, that are reasonably required to use or otherwise exploit any of the iMonitoring Wireless Sensing Technology, and that are used exclusively in the Luna iMonitoring Business, other than, in each case, the iMonitoring Wireless Sensing Technology and any Intellectual Property Rights therein, which are assigned herein to IHS.

1.5 "Licensed Know-How" shall mean know-how, trade secrets, confidential and proprietary information, concepts, techniques, processes, procedures, data and other scientific, technical or engineering information, whether or not patentable, related to the iMonitoring Wireless Sensing Technology that are owned by Innovations on the date hereof, that are reasonably required to use or otherwise exploit any of the iMonitoring Wireless Sensing Technology, and that are not used exclusively in the Luna iMonitoring Business, other than, in each case, the iMonitoring Wireless Sensing Technology and any Intellectual Property Rights therein, which are assigned herein to IHS.

1.6 "Share Purchase Agreement" shall mean the Share Purchase and Asset Transfer Agreement of even date herewith by and between IHS Energy Group, Inc., Innovations, Kent A. Murphy, Kenneth D. Ferris, Roberta Denise Couch, Walter Daub, Robert L. Martinet, Michael F. Gunther, and Robert Harman.

## 2. ASSIGNMENT.

2.1 Assignment. Innovations hereby sells, assigns, transfers and conveys to IHS all right, title and interest in and to the iMonitoring Wireless Sensing Technology and Assigned Know-How, including all Intellectual Property Rights therein, and IHS hereby accepts such assignment. Further, Innovations hereby sells, assigns, transfers and conveys to Assignee all of Innovations' rights: (i) in and to all causes of action and enforcement rights related to the iMonitoring Wireless Sensing Technology and Assigned Know-How, including all rights to pursue damages, injunctive relief and other remedies for past and present infringement of any Intellectual Property Rights in such iMonitoring Wireless Sensing Technology and Assigned Know-How; and (iii) to apply in any and all countries of the world for Intellectual Property Rights or any other governmental protections with respect to the iMonitoring Wireless Sensing Technology and Assigned Know-How, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that Innovations is not transferring under this Agreement any rights in the sVAM or Compact Flash Radio that may be retained by the United States under the Navel Air Warfare CDR Aircraft Division SBIR contract dated June 17, 2002 or the Naval Sea Systems Command SBIR contract dated September 26, 2002.

2.2 Further Assurances. Innovations shall execute and deliver all documents and instruments and do all other acts as may be reasonably necessary to more fully effectuate this Agreement.

## 3. LICENSE.

3.1 Grant. Innovations hereby grants to IHS a perpetual, irrevocable, nonterminable, worldwide, exclusive, transferable, sublicenseable right and license to use the Licensed Know-How to use and otherwise exploit the iMonitoring Wireless Sensing Technology.

3.2 Restrictions. The above license does not constitute a transfer or sale of Innovations' ownership rights in or to the Licensed Know-How. All right, title and interest in and to the Licensed Know-How, including all Intellectual Property Rights therein, shall remain the

exclusive property of Innovations, subject to the license granted above. Innovations reserves all rights not expressly granted to IHS hereunder.

3.3 Confidentiality. Except as provided below, the Licensed Know-How constitutes "Confidential Information" of Innovations. IHS shall not use such Confidential Information except in connection with its use and exploitation of the iMonitoring Wireless Sensing Technology. IHS shall not disclose such Confidential Information to any third party (except as required by law or pursuant to a court decree or to IHS's attorneys, accountants and other professional advisors as reasonably necessary) except in connection with its use and exploitation of the iMonitoring Wireless Sensing Technology and, in exercising such rights, shall take reasonable precautions to protect the confidentiality of such information. Licensed Know-How shall not be deemed Confidential Information if such information is or becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement.

## 4. GENERAL.

4.1 Relationship. The relationship between the parties with respect to this Agreement is and shall be that of independent contractors. It is expressly agreed that nothing in this Agreement shall be construed to create or imply a partnership, joint venture, agency or contract of employment. Neither party shall have the authority to make any statement, representation or commitment of any kind, or to take any action, that shall be binding on the other party, except as authorized in writing by the party to be bound.

4.2 Entire Agreement; Amendment. This Agreement and the Share Purchase Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous or contemporaneous proposals, understandings and communications between the parties regarding such subject matter. Neither this Agreement nor any exhibit hereto may be modified or amended except by a written instrument executed by both IHS and Innovations.

4.3 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an

amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

4.4 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, return receipt requested, (c) sent by overnight air courier, or (d) transmitted by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 4.4. Notices will be considered to have been given at the time of actual delivery in person, five (5) business days after deposit in the mail as set forth above, one (1) business day after delivery to an overnight air courier service, or one (1) business day after the moment of transmission by facsimile.

If to IHS:

IHS Energy Group, Inc.  
c/o IHS Energy Innovations, Inc.  
15 Inverness Way East  
Englewood, CO 80112  
Telecopier No.: (303) 736-3800  
Attn: President

With a copy to:

IHS Group Services Inc.  
1350 Avenue of the Americas, Suite 840  
New York, New York 10019  
Telecopier No.: (212) 850-8540  
Attn: General Counsel

If to Innovations:

Luna Innovations Incorporated  
2851 Commerce Street  
Blacksburg, Virginia  
Attn: Kent Murphy

4.5 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not

in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

4.6 Headings. The article, section and subsection headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation or construction of any provision of this Agreement.

4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

4.8 Amendments. This Agreement may not be amended or modified except by a writing signed by both parties.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, but all of which together shall constitute a single instrument.

REPRODUCTION COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Corporation at New York, New York, this 1st day of June, 1960.

THE ENERGY DEVELOPMENT CORP.

By Lee

Name Stephen Lee

Title Vice President

THE ENERGY DEVELOPMENT CORP.

By [Signature]

Name Robert Murphy

Title Chairman and CEO

[Signature Page of the Patent Property Assignment]

## INTELLECTUAL PROPERTY

Reference Number	Title
110102-1, U.S. Patent Application No. 10/440,416	Sensor Power Supply, "A Self-Contained, Renewable Power Supply and Control System"
	Enhanced Power Supply
	Compact Flash Radio
	Communication and Control Unit
	Well Pressure Monitor (T)
	Electronic Flow Meter
	sVAM (Vibration Analysis Monitor)
	Wireless Data Switch