

05-27-2005

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

5-25-05 103011234

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): Jeffrey Borenstein (04/21/2005), Eli Weinberg (04/18/2005), Brian K. Orrick (04/18/2005),</p> <p>Execution Date(s): in parentheses after inventor name</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>The Charles Stark Draper Laboratory</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>555 Technology Square</p> <p>City: <u>Cambridge</u></p> <p>State: <u>MA</u></p> <p>Country: <u>US</u> Zip: <u>02139</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Government Interest Assignment</p> <p><input type="checkbox"/> Executive Order 9424, Confirmatory License</p> <p><input type="checkbox"/> Other _____</p>	

<p>4. Application or patent number(s):</p> <p>A. Patent Application No.(s) 10/983,213</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><input type="checkbox"/> This document is being filed together with a new application.</p> <p>B. Patent No.(s)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	--

<p>5. Name and address to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Amy Leahy</u> <u>EDWARDS & ANGELL, LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 62017CIP2(51588)</u></p> <p>Street Address: <u>P.O. Box 55874</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u> Zip: <u>02205</u></p> <p>Phone Number: <u>(203) 975-7505</u></p> <p>Fax Number: <u>(203) 975-7180</u></p> <p>Email Address: <u>aleahy@edwardsangell.com</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> None required (government interest not affecting title)</p> <p>8. Payment Information</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>04-1105</u> Authorized User Name <u>Amy M. Leahy</u></p>
--	--

9. Signature:

Amy Leahy May 23, 2005
Signature Date

Amy M. Leahy - 47,739 9
Name of Person Signing Total number of pages including cover sheet, attachments, and documents:

05/26/2005 EDOOPER 00000087 041105 10983213
01 FC:8021 40.00 DA

RECORDATION FORM COVER SHEET
(continued)

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Eleanor M. Pritchard (04/19/2005), and Edward J. Barnard (04/21/2005)

Additional Assignees (2. Continued):

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address:

Street Address:

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers
4A. Continued:

Additional Patent Numbers
4B. Continued:

Additional numbers attached?

Yes

No

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 21, 18, 18,19, 21 day of April, 2005, by Jeffrey Borenstein; Eli Weinberg; Brian K. Orrick; Eleanor M. Pritchard; and Edward J. Barnard (hereinafter referred to as Assignors), residing at 936 Highland Street, Holliston, Massachusetts 01746; c/o The Charles Stark Draper Laboratory, Inc., 555 Technology Square, Cambridge, Massachusetts 02139; c/o The Charles Stark Draper Laboratory, Inc., 555 Technology Square, Cambridge, Massachusetts 02139; c/o The Charles Stark Draper Laboratory, Inc., 555 Technology Square, Cambridge, Massachusetts 02139; and c/o The Charles Stark Draper Laboratory, Inc., 555 Technology Square, Cambridge, Massachusetts 02139, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in MICROMACHINED BILAYER UNIT OF ENGINEERED TISSUES, set forth in a Patent application for Letters Patent of the United States, already filed on November 5, 2004 as U.S. application No. Not Yet Assigned; and

WHEREAS, The Charles Stark Draper Laboratory, organized under and pursuant to the laws of Massachusetts having its principal place of business at 555 Technology Square, Cambridge, Massachusetts 02139 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters

Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee

of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS & ANGELL, LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Jeffrey Borenstein
Jeffrey Borenstein

Date: 4/21/2005

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 21st day of April, 2005, before me personally came Jeffrey Borenstein, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Margaret Ann Hood
Notary Public



E. Weinberg
Eli Weinberg

Date: 4.14.05

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 18th day of April, 2005, before me personally came Eli Weinberg, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Margaret Ann Hood
Notary Public



Brian K. Orrick

Brian K. Orrick

Date: 18 April 2005

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 18th day of April, 2005, before me personally came Brian K. Orrick, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Margaret Ann Hood

Notary Public



Eleanor M. Pritchard
Eleanor M. Pritchard

Date: 19 April 2005

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 19th day of April, 2005, before me personally came Eleanor M. Pritchard, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Margaret Ann Hood
Notary Public



Edward J. Barnard 4/21/2005
Edward J. Barnard
S. (ESB)

Date: 4/21/2005

United States of America)
State of Massachusetts) ss.:
County of Middlesex)

On this 21st day of April, 2005, before me
personally came Edward J. Barnard, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Margaret Ann Hood
Notary Public

