

# ASSIGNMENT RECORDATION FORM COVER SHEET

Patents Only

To: Commissioner for Patents:

Date: April 20, 2005  
Attorney Docket No. 9510-1

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Research Triangle Institute

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

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

Nextreme Thermal Solutions, Inc.  
3040 Cornwallis Road  
P.O. Box 13981  
Research Triangle Park, NC 27709-3981

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

3. Nature of conveyance:

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

Execution Date: RTI-March 23, 2005 NTSI-March 31, 2005

4. Application Serial No. \_\_\_\_\_ Patent No. \_\_\_\_\_ (SEE ATTACHED SCHEDULE A FOR 16 US CASES)

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

Additional numbers attached? Yes No

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

Scott C. Hatfield  
Myers Bigel Sibley & Sajovec  
P. O. Box 37428  
Raleigh NC 27627

6. Total number of applications and patents involved: 16

7. Total fee (37 CFR 3.41) \$640.00  
☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 50-0220

DO NOT USE THIS SPACE

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.

Scott C. Hatfield #38,176  
Name of Person Signing

Signature

April 20, 2005  
Date

Total number of pages including cover sheet, attachments and document: 5

## CERTIFICATION OF FACSIMILE TRANSMISSION UNDER 37 CFR § 1.8

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office via facsimile number 703-306-5995 on April 20, 2005

Candi L. Riggs

CH \$640.00 500220 10404144

## Schedule A

09510.00003	US	09147199			
09510.00004	US	09381963	07-May-1999	6071351	06-Jun-2000
09510.00004RE	US	10404144	03-Nov-1999	6300150	09-Oct-2001
09510.00005	US	09812811	02-Apr-2003		
09510.00005DV	US	10237108	21-Mar-2001	6505468	14-Jan-2003
09510.00005DVCT	US	10340652	09-Sep-2002	6662570	16-Dec-2003
09510.00005PR	US	60190924	13-Jan-2003	6722140	20-Apr-2004
09510.00007	US	10118236	21-Mar-2000		
09510.00007.AU	AU	2002256131	09-Apr-2002		
09510.00007.CA	CA	2443691	09-Apr-2002		
09510.00007.EP	EP	027255751	09-Apr-2002		
09510.00007.JP	JP	2002579713	09-Apr-2002		
09510.00007.KR	KR	20037013259	09-Apr-2002		
09510.00007.WO	WO	PCTUS0211059	09-Apr-2002		
09510.00007PR	US	60282185	09-Apr-2001		
09510.00008	US	10265409	07-Oct-2002		
09510.00008.AU	AU	2002330238	07-Oct-2002		
09510.00008.CA	CA	2462093	07-Oct-2002		
09510.00008.EP	EP	027665041	07-Oct-2002		
09510.00008.JP	JP	2003535268	07-Oct-2002		
09510.00008.KR	KR	20047004958	07-Oct-2002		
09510.00008.WO	WO	PCTUS0231835	02-Oct-2002		
09510.00008PR	US	60327030	05-Oct-2001		
09510.00009	US	10413211	15-Apr-2003		
09510.00009.AU	AU	2003230920	15-Apr-2003		
09510.00009.CA	CA	2482363	15-Apr-2003		
09510.00009.EP	EP	037240272	15-Apr-2003		
09510.00009.JP	JP	2003586942	15-Apr-2003		
09510.00009.KR	KR	20047016486	15-Apr-2003		
09510.00009.WO	WO	PCTUS0311505	15-Apr-2003		
09510.00009PR	US	60372139	15-Apr-2002		
09510.00010.WO	WO	The Application number has not yet been received. The Application claims priority from U.S. Application No. 60/528,479 filed 11-Dec-2003			
09510.00010PR	US	60528479	13-Dec-2004		
09510.00011.WO	WO	PCTUS0337633	11-Dec-2003		
09510.00011PR	US	60428753	25-Nov-2003		
09510.00013	US	10970378	25-Nov-2002		
			22-Oct-2004		

Attorney Docket No. 9510-1

**ASSIGNMENT**

THIS ASSIGNMENT, made by **RESEARCH TRIANGLE INSTITUTE**, having a principal place of business at 3040 Cornwallis Road, Office of Research Contracts, P.O. Box 12194, Research Triangle Park, North Carolina 27709, hereinafter referred to as assignor;

WITNESSETH: That,

WHEREAS, the above-named assignor is the owner of the entire right, title, and interest in and to the inventions as described in Patents and Applications listed in the attached Schedule A (collectively the "Patents and Applications").

WHEREAS, **NEXTREME THERMAL SOLUTIONS, INC.**, a corporation having a principal place of business at 3040 Cornwallis Road, P.O. Box 13981, Research Triangle Park, North Carolina 27709-3981, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to inventions as described in said Patents and Applications listed in the attached Schedule A, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said inventions and Patents and Applications, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said Patents and Applications in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by assignor if this assignment and sale had not been made.

The assignor hereby requests that said Letters Patent be issued in accordance with this assignment.

The assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents and Applications as earlier identified, and that it has the unencumbered right and authority to make this assignment.

The assignor further covenants and agrees to promptly communicate to said assignee or its representatives any facts known to the assignor relating to said inventions and Patents and Applications, to testify in any interference or legal proceedings involving said inventions, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said inventions in all countries and to vest in the assignee complete title to the said Patents and Applications, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and the assignor hereby instructs, and further covenants and agrees to bind its legal representatives and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

RESEARCH TRIANGLE INSTITUTE

IN WITNESS WHEREOF, the assignor has caused this assignment to be executed this 23<sup>rd</sup> day of March, 2005.

By: J. Scott Merrell (SEAL)  
Its: Counsel to the President  
and Corporate Secretary

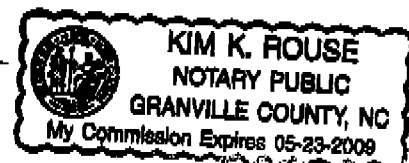
STATE OF North Carolina  
COUNTY OF Granville ) ss:

Before me personally appeared J. Scott Merrell to me known to be the person described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for the purposes therein stated, this 23<sup>rd</sup> day of March, 2005.

Kim K. Rouse  
Notary Public

(SEAL)

My Commission Expires: 5-23-2009



NEXTREME THERMAL SOLUTIONS, INC.

IN WITNESS WHEREOF, the assignor has caused this assignment to be executed  
this 31 day of March, 2005.

By: [Signature] (SEAL)

Its: CEO

STATE OF North Carolina  
COUNTY OF Granville ss:

Before me personally appeared Jason Von Wenden, to me known to be the person  
described in and who executed the foregoing instrument, and s/he acknowledged to me that  
s/he executed the same for the purposes therein stated, this 31<sup>st</sup> day of  
March, 2005.

Kim K. Rouse  
Notary Public

(SEAL)

My Commission Expires: 5-23-2009

