

U.S. DEPARTMENT OF COMMERCE

$\sim$	Onice States Faterit and Trademark Onice	
9	103154832	
9	To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) to	
(2.2	1. Name of conveying party(ies): Michael Cornwell (12/14/2005), Randy C. Baxter (12/19/2005), Michael Forst (12/19/2005), and Jerry L. Goeke (12/15/2005)	Name and address of receiving party(ies)     Name: Delavan Inc.     Internal Address:
	Additional name(s) of conveying party(ies) attached?  Yes X No  3. Nature of conveyance/Execution Date(s):	Street Address:
	Execution Date(s): in parentheses after inventor name  X Assignment Merger Change of Name  Security Agreement Joint Research Agreement	811 4 <sup>th</sup> Street
	Government Interest Assignment	City: West Des Moines  State: Iowa
	Executive Order 9424, Confirmatory License	Country: USA Zip: 50265-0100
	Other	Additional name(s) & address(es) Yes X No attached:
	4. Application or patent number(s):  A. Patent Application No.(s)  This application	This document is being filed together with a new application.  B. Patent No.(s)
	Additional numbers attached?	Yes X No
	5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
	Name: Scott D. Wofsy EDWARDS ANGELL PALMER & DODGE LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
	Internal Address: Atty. Dkt.: 62664(49370) Street Address: P.O. Box 55874	Authorized to be charged by credit card  X Authorized to be charged to deposit account  Enclosed  None required (government interest not affecting title)
	City:         Boston           State:         MA         Zip:         02205	8. Payment Information a. Credit Card Last 4 Numbers
	Phone Number:         (203) 975-7505           Fax Number:         (203) 975-7180           Email Address:         SWofsy@eapdlaw.com	b. Deposit Account Number 04-1105 Authorized User Name Scott D. Wofsy
	9. Signature:	December 29, 2005
01/09/2006 DBYRNE 01 FC:8021	Signature  09000286 041105 15381603. Wofsy 35,413  Name of Person Signing	Total number of pages including cover sheet, attachments, and documents:
	I hereby certify that this correspondence is being deposited with the U in an envelope addressed to: Commissioner for Patents, P.O. Box 14	1.S. Postal Service as Express Mail, Airbill No. EV749289635 US, 150, Alexandria, VA 22313-1450, on the date shown below.

## ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this 19 day of December, 2005, by Michael Cornwell; Randy C. Baxter; Michael Forst; and Jerry L. Goeke (hereinafter referred to as Assignors), residing at 10016 Colorado Road South, Bloomington, Minnesota 55438; 7 Legrae Court, Taylors, South Carolina 29687; 1210 Charter Oak Drive, Taylors, South Caroina 29687; and 2409 Walnut, West Des Moines, Iowa 50265, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in VALVE ASSEMBLY FOR MODULATING FUEL FLOW TO A GAS TURBINE ENGINE, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Delavan Inc, a corporation organized under and pursuant to the laws of Delaware, having its principal place of business at 811 4<sup>th</sup> Street, West Des Moines, Iowa 50265-0100 (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

62664(49370)

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

62664(49370)

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 PALMER & DODGE 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.

Date: 14 Orc 2005 Signature: Michael D

Date: 19 Dec 2005 Signature:

Date: 19 DEC 2005

Signature:

Date: De. 15, 2005 Signature: Jerry L

RECORDED: 12/29/2005

3

62664(49370)