

3/216

03-07-2006

Docket No.: HAND DELIVERED

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08-REV03

U.S. DEPARTMENT OF COMMERCE
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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Virginia Polytechnic Institute & State University

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 2/22/06

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

Name: Virginia Tech Intellectual Properties, Inc.

Internal Address:

Street Address: 2200 Kraft Drive, Suite 1050

City: Blacksburg State: Va ZIP: 24060

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

4. Application number(s) or patent numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

11/283,508 filed on

11/21/05

03/06/2006 DBYRME 00000185 11283508

01 FC:8021

40.00 DP

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael E. Whitham

Internal Address:

Whitham, Curtis, Christofferson & Cook, PC

customer number: 30743

Street Address: 11491 Sunset Hills Road, Suite 340

City: Reston State: Va ZIP: 20190

6. Total number of applications and patents involved:

1

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

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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.

C. Lamont Whitham Reg no. 22,424

Name of Person Signing

Signature

March 2, 2006

Date

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3

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PATENT

REEL: 017631 FRAME: 0544

ASSIGNMENT

WHEREAS, Virginia Polytechnic Institute and State University, (hereinafter referred to as ASSIGNOR), an institute of higher education organized under the laws of the Commonwealth of Virginia, having an office and principal place of business at Blacksburg, Virginia, is the owner of the entire right, title and interest in and to application for United States Letters Patent, filed on November 21, 2005, in the names of Christopher R. Fuller and Kathleen Kondylas, for **ACTIVE/PASSIVE DISTRIBUTED ABSORBER FOR VIBRATION AND SOUND RADIATION CONTROL** and of the invention therein described; and

WHEREAS, Virginia Tech Intellectual Properties, Inc. (hereinafter referred to as ASSIGNEE), a non-stock corporation organized under the laws of the Commonwealth of Virginia and having a principal place of business in Blacksburg, Virginia 24061, is desirous of acquiring the entire right, title and interest in, to and under said application and said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its lawful successors and assigns, the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, continuation-in-part, reexamination, renewal, substitute, extension or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted; and authorize and request the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents or legal equivalents thereto, to issue same for this invention to ASSIGNEE, its lawful successors and assigns.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, ASSIGNOR has caused the hand of its proper
office to be subscribed hereto this 22 day of February, 2006.

Witnessed by:

Shannon H. Stump

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

James A. Hyatt
By: James A. Hyatt
Executive Vice President
and Chief Operating Officer