

Docket No.: UTX-10302/38

FORM PTO-1505 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 8/31/2002)
PDB/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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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):

Stephen T. Wellinghoff
Paul M. Thompson

Additional names(s) of conveying party(ies) Yes No

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

Name: Southwest Research Institute

Internal Address: _____

Street Address: 6220 Culebra Road

City: San Antonio State: TX ZIP: 478238

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 21, 2006

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)

11/369,129

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Julie K. Staple

Internal Address: Gifford, Krass, Groh, Sprinkle et al

Street Address: PO Box 7021

City: Troy State: MI ZIP: 48007

6. Total number of applications and patents involved: 1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

07-1180

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

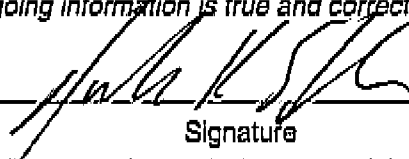
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9. Statement and signature.

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.

Julie K. Staple

Name of Person Signing



Signature

May 17, 2006

Date

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

700264865

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of	§	
Benjamin R. Furman, et al.	§	
	§	
Serial No.: 11/369,129	§	Action: Assignment
	§	
Filed: March 6, 2006	§	

Title: Nanocomposites and Methods for Synthesis and Use Thereof

TO: Commissioner of Patents
and Trademarks
Washington, DC 20231

WHEREAS, we, STEPHEN T. WELLINGHOFF, a citizen of the United States, residing at 7718 Benbrook, San Antonio, Bexar County, Texas, and PAUL M. THOMPSON, a citizen of the United States, residing at 111 Vance, San Antonio, Bexar County, Texas, together with BENJAMIN R. FURMAN and H. RALPH RAWLS, are joint inventors of new and useful improvements in *NANOCOMPOSITES AND METHOD FOR SYNTHESIS AND USE THEREOF* for which we have executed an application for Letters Patent which was filed on March 6, 2006;

WHEREAS, we represent that we are joint owners of said invention and application for Letters Patent; and,

WHEREAS, SOUTHWEST RESEARCH INSTITUTE, hereinafter called "ASSIGNEE," a Texas Corporation having its principal office at 6220 Culebra Road, San Antonio, Bexar County, Texas 78238-5166, is desirous of acquiring our right, title and interest in and to the said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the invention therein contained;

NOW, THEREFORE, for and in consideration of the sum of Sixty-Five Dollars (\$65.00), lawful money of the United States, and other valuable consideration, to each of us in hand paid, the receipt and sufficiency whereof we hereby acknowledge, we, the said STEPHEN T. WELLINGHOFF and PAUL M. THOMPSON, hereinafter called "ASSIGNORS" have sold, assigned and transferred, and do hereby sell, assign and transfer unto the said ASSIGNEE, its successors and assigns, our entire right, title and interest in and to (a) said invention and worldwide

rights therein, including the right to claim the priority date of said application and all other rights arising under the International Convention for the Protection of Industrial Property; (b) said application, including all divisions, continuations, continuations-in-part and substitutions thereof; and (c) all United States and foreign patents which shall issue on said invention, including all reissues, renewals, divisions and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file applications for Letters Patent on said invention in any and all foreign countries, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this Assignment and sale not been made.

We request that any and all such Letters Patent for said invention be issued to ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.


We covenant and agree that we and our executors or administrators will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and perform all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this Assignment.

ASSIGNORS further covenant with ASSIGNEE that the rights and property herein conveyed are free and clear of any encumbrances, and that ASSIGNORS have the full right to convey the same as herein expressed.

IN TESTIMONY WHEREOF, we have fully executed this Assignment this 21 day of April, 2006.



Stephen T. Wellinghoff



Paul M. Thompson

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared STEPHEN T. WELLINGHOFF, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 21st day of April, 2006.



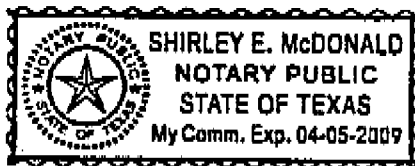
Shirley E. McDonald

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared PAUL M. THOMPSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 21st day of April, 2006.



Shirley E. McDonald

Notary Public, State of Texas