

Form PTO-1595 (Rev. 07/05)

OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

1. Name of conveying party(ies)NATIONAL INSTITUTE FOR STRATEGIC
TECHNOLOGY ACQUISITION AND
COMMERCIALIZATIONAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) October 26, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

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

Internal Address: _____

Street Address: 485 Madison AvenueSuite 2300City: New York CityState: New YorkCountry: _____ Zip: 10022Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,603,660; 5,577,963; 5,360,090; 5,085,617; 5,078,649;
5,078,648; 4,987,987; 4,962,838; 4,936,434; 4,936,433;
4,914,799; 4,892,178; 4,874,074; 4,576,259; 4,557,357Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: KRAMER & AMADO, P.C.Internal Address: Suite 240Street Address: 1725 Duke StreetCity: AlexandriaState: VA Zip: 22314Phone Number: 703-519-9801Fax Number: 703-519-9802

Email Address: _____

6. Total number of applications and patents involved: 15**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 600.00**

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers 4686
Expiration Date 08/08b. Deposit Account Number 500578Authorized User Name Terry W. Kramer**9. Signature:**
Signature3/2/07
DateAndreas Baltatzis
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450**PATENT**

OCEAN TOMO AUCTIONS, LLC

EXHIBIT E

ASSIGNMENT AGREEMENT

This is an Agreement, effective as of October 25, 2006 ("Effective Date") between the National Institute for Strategic Technology Acquisition and Commercialization, a corporation of Kansas having offices at 1500 Hayes Drive, Manhattan, KS 66502 (hereafter "ASSIGNOR"), and Madison Island LLC, a corporation of Delaware having offices at 405 Madison Avenue, Suite 2300 New York, NY 10022 (hereafter "ASSIGNEE"), in which the parties agree as follows:

ARTICLE I - BACKGROUND

1.1 ASSIGNOR owns the patents and patent applications identified in Attachment A hereto, the inventions disclosed and claimed therein, the associated technology identified in Attachment A (if any) and the right to pursue damages for infringement of such patents prior to the Effective Date hereof (if identified in Attachment A).

1.2 Pursuant to a Consignment Agreement between ASSIGNOR and Ocean Tomo Auctions LLC, ASSIGNOR offered the patents, patent applications, technology and the right to seek damages for past infringement to the extent identified in Attachment A for sale by auction and ASSIGNEE purchased them in accordance with the auction rules.

1.3 Subject to the terms and conditions of the Consignment Agreement, ASSIGNOR has executed this Assignment Agreement and has authorized Ocean Tomo or its agent to complete and deliver it to the ASSIGNEE, and ASSIGNOR intends this Assignment Agreement to assign to ASSIGNEE all right, title and interest in and to the patents, patent applications, claimed inventions, the associated technology and the right to seek damages for past infringement to the extent identified in Attachment A.

ARTICLE II - DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

2.1 "Patent Right(s)" means (a) the patents and patent applications listed in Attachment A hereto, (b) all other worldwide patents, inventors certificates and applications for patents or inventor's certificates which rely for priority on any of the foregoing patents and patent

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applications, (c) all patents issuing from such applications, (d) all rights to claim priority on the basis on the basis of any patents and patent applications listed in Attachment A, and (e) all reissues, reexamination certificates, and extensions of any of the foregoing patents.

2.2 "Technology" means any technical information, data, materials or hardware that ASSIGNOR possesses and has the right to transfer without payment to any third party and that is identified in Attachment A.

2.3 "Right to Damages" means any right to seek damages for infringement of a Patent Right that accrued prior to the Effective date and that is identified in Attachment A.

2.3 "Confidential Information" means any Technology marked as confidential when disclosed to ASSIGNEE.

ARTICLE III: GRANT

3.1 ASSIGNOR hereby assigns to ASSIGNEE (a) all right, title and interest in and to the Patent Rights and the inventions disclosed and claimed therein, (b) all Technology identified in Attachment A, and (c) all Rights to Damages identified in Attachment A. For good and valuable consideration the receipt of which from ASSIGNEE is hereby acknowledged, and subject to any reservations set forth in Attachment B hereto, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in and to (a) the Patent Rights and the inventions disclosed and claimed therein, (b) all Technology identified in Attachment A, and (c) all Rights to Damages identified in Attachment A.

3.2 ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications listed in Attachment A, to issue all Letters Patent for the inventions disclosed therein to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

ARTICLE IV - CONFIDENTIAL INFORMATION

4.1 If ASSIGNOR marked any Technology as Confidential Information, ASSIGNEE shall hold it in confidence and not disclose it to a third party without the prior written consent of ASSIGNOR. The provisions of this paragraph only shall apply to Confidential Information

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disclosed in tangible form marked "CONFIDENTIAL" or, if initially disclosed orally, to Confidential Information which is summarized in tangible form marked "CONFIDENTIAL" within thirty (30) days after such oral disclosure.

4.2 The provisions of paragraph 4.1 do not apply to Confidential Information which:

- (a) becomes generally available to the industry to which it is relevant;
- (b) ASSIGNEE can demonstrate by written evidence was in its possession prior to disclosure by ASSIGNOR; or
- (c) ASSIGNEE subsequently obtains from a third party who discloses it without breach of a confidentiality obligation.

ARTICLE V - WARRANTY AND INDEMNITY

5.1 ASSIGNOR represents and warrants that it owns the entire right, title and interest in and to all Patent Rights, except as noted in the Exhibits, that it has the right to transfer the Technology and Right to Develop to the extent identified in Attachment A, that it has the right to enter into this Agreement, that it is not a party to any existing assignments, grants, licenses, encumbrances, obligations or agreements, written or oral, inconsistent with this Agreement, and that, except as disclosed in writing to ASSIGNEE, it has not granted rights to any third party to any Patent Right or to the invention disclosed therein, except as noted in the Exhibits.

5.2 Nothing in this Agreement shall be construed as:

- (a) a warranty or representation by ASSIGNOR as to the validity, enforceability or scope of any Patent Rights; or
- (b) a warranty or representation that anything made, used, sold, or otherwise disposed of under any right granted in this or pursuant to this Agreement is or will be free from infringement of patents or other intangible rights of third parties; or
- (c) a requirement that ASSIGNOR shall file any patent application, secure any patent, or maintain any patent in force; or

- (d) an obligation on ASSIGNOR to bring or prosecute actions or suits against third parties for infringement of the Patent Rights; or
- (e) granting by implication, estoppel, or otherwise, any license or rights under patents, trade secrets, know how, copyrights, or other intangible rights of ASSIGNOR other than the Patent Rights.

5.3 ASSIGNOR makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to manufacture, use, sale or other disposition by ASSIGNEE, its licensees or other transferees, or the customers of either of products or methods incorporating or made by use of inventions subject to this Agreement or any information which may be furnished by ASSIGNOR under this Agreement.

5.4 ASSIGNEE HEREBY WAIVES, RELEASES AND RENOUNCES ANY AND ALL WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE USEFULNESS OR FREEDOM FROM DEFECTS OF THE PRODUCTS AND METHODS CLAIMED IN THE PATENT RIGHTS OR OF THE TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, (b) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN THE TRADE, and (c) ANY OBLIGATION, RIGHT, LIABILITY, CLAIM OR REMEDY FOR (1) LOSS OF USE, REVENUE OR PROFIT, OR ANY OTHER DAMAGES, (2) INFRINGEMENT OF THIRD PARTY INTANGIBLE PROPERTY RIGHTS, or (3) INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5.5 ASSIGNEE will defend and hold ASSIGNOR and any past Assignees of the subject patents harmless against all claims, liabilities, damages, expenses, or losses arising (a) out of use by ASSIGNEE, its licensees or transferees, or the customers of either of inventions transferred or Technology furnished under this Agreement or (b) out of any manufacture, use, sale or other disposition by ASSIGNEE, its licensees or transferees, or the customers of either of products made by use of such inventions or Technology.

ARTICLE VI - OTHER PROVISIONS

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6.1 ASSIGNEE shall record this Agreement in every applicable Patent Office or otherwise assume ownership and control of the Patent Rights in accordance with applicable law.

6.2 Within thirty (30) days after the Effective Date, ASSIGNOR will transfer to ASSIGNEE or its agent all files in possession of ASSIGNOR and its agents that pertain to prosecution and maintenance of each patent and patent application in the Patent Rights. ASSIGNOR will notify ASSIGNEE of any action required with respect to any Patent Right within sixty (60) days after the Effective Date and will facilitate ASSIGNEE's taking such action. ASSIGNOR will have no responsibility for any Patent Right after transferring to ASSIGNEE or its agent the relevant files.

6.3 ASSIGNOR covenants and agrees that it will, and it will cause its employees to be reasonably available to communicate with ASSIGNEE, its successors and assigns, any facts known to it respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in ASSIGNEE, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally provide a good faith effort to aid ASSIGNEE, its successors and assigns, to obtain and enforce in any country proper patent protection for inventions disclosed in the patents and patent applications listed in Attachment A. It is understood that any out-of-pocket expense incident to these activities shall be borne by the ASSIGNEE, its successors and assigns, and if more than incidental staff resources is requested of ASSIGNOR, then ASSIGNEE agrees to provide a reasonable compensation for time spent by ASSIGNOR's employees in these activities.

6.4 This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter hereof and merges and supersedes all prior discussions, negotiations, understandings and agreements between the parties concerning the subject matter hereof. Neither party shall be bound by any definition, condition, warranty, right, duty or covenant other than as expressly stated in this Agreement or as subsequently set forth in a written document signed by both parties. Each party expressly waives any implied right or obligation regarding the subject matter hereof.

6.5 This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of California and the United States.

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5.6 Each party hereto agrees to execute, acknowledge and deliver all such further instruments, and to do all such further acts, as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

6.7 This Agreement shall be executed by each party in duplicate originals, each of which shall be deemed an original, but both originals together shall constitute only one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates indicated.

ASSIGNOR:

County of Polk

Name:

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Address: 1500 Hayes Drive

Manhattan, KS 66502

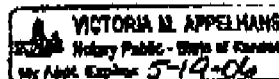
State of Kansas

Sy. Robert T. Rinder, VP Licensing

Date: February 23, 2006

Subscribed and sworn to before me this 23rd day of Feb, 2006.

Vicenna M. Appeduro Notary Public

**ASSIGNEE:**

County of New York)

Name:

£.

Address: 485 Madison Avenue, Suite 2300

New York, NY 10022

State of **New York**)

By:

Date: October 26, 2006

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

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US Patents

| | |
|-----------|---|
| 5,603,660 | Viscous damper and shear plate for improved fluid flow |
| 5,577,963 | Torsion isolator spring with pivotal ends |
| 5,360,090 | Valving for vane damper |
| 5,240,457 | Sealing arrangements for a torque converter vane damper |
| 5,234,377 | Composite spring with improved ends |
| 5,234,376 | Spiral spring of a torsional damper |
| 5,226,514 | Mounting for rotating spiral spring |
| 5,085,617 | Vane damper assembly for a torque converter |
| 5,078,649 | Hydraulic coupling for torsion isolator |
| 5,078,648 | Drive/shock isolator with hydraulic damper and spiral springs |
| 4,987,987 | Torsional vibration damping mechanism |
| 4,962,838 | Viscous damper with low seal drag torque |
| 4,936,434 | Viscous damper with means preventing sidewall deflection |
| 4,936,433 | Viscous damper with molded dynamic seal |
| 4,914,799 | Method of forming, assembling, and filling a viscous damper |
| 4,892,178 | Viscous damper module for torsional vibration damping mechanism |
| 4,874,074 | Torsional vibration damping mechanism |
| 4,576,259 | Torsion damping mechanism with variable damping |
| 4,557,357 | Torsion damping mechanism with a viscous coupling |

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TOTAL P.31

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