

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Kenneth H. Means		05/31/2006
RECEIVING PARTY DATA		
Name:	West Virginia University	
Street Address:	P.O. Box 6201	
City:	Morgantown	
State/Country:	WEST VIRGINIA	
Postal Code:	26506	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11593980	
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ATTORNEY DOCKET NUMBER:	6395-71618-02	
NAME OF SUBMITTER:	Jeffrey B. Haendler	
Total Attachments: 3 source=Assignment (Means to WVU)#page1.tif source=Assignment (Means to WVU)#page2.tif source=Assignment (Means to WVU)#page3.tif		

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PATENT
REEL: 018983 FRAME: 0118

ASSIGNMENT
(For Use Prior to or at the Time of Filing Patent Application)

WHEREAS,

INVENTOR(S) NAME(S)
ADDRESS(ES)

INVENTOR(S) RESIDENCE

1. Kenneth H. Means

121 Creek Road
Morgantown, WV 26508

("Assignor(s)") has/have invented certain new and useful improvements in an invention with a working title of:

INVENTION TITLE

Operation Effectiveness of the NIOSH JamAlert Prototype

which may become the subject of a United States or foreign patent application or any other type of intellectual property protection.

AND WHEREAS WEST VIRGINIA UNIVERSITY, a state institution of higher education existing under the laws of the State of West Virginia (hereinafter called "Assignee"), is desirous of acquiring the entire worldwide right, title, and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection including any intellectual property protections to be obtained therefore in the United States, its territorial possessions, and in any and all foreign countries.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar, the Intellectual Property Policy of West Virginia University and/or other good and valuable consideration paid to Assignor(s) by said Assignee, the receipt and sufficiency of all of which Assignor(s) hereby acknowledge(s), Assignor(s) do/does hereby assign, sell, transfer, and set over unto said Assignee, the entire right, title, interest in said inventions and improvements for the United States and its territorial possessions and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof including all priority rights under the International Convention associated therewith for each country and the Union, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and an and all

divisions, reissues, continuations, continuations-in-part, substitutes, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by Assignor(s) had this assignment not been made.

The Commissioner of Patents and Trademarks is requested to issue such Letters Patent in accordance herewith. Assignor(s) covenant that Assignor(s) is/are the lawful owner(s) of the inventions and improvements disclosed in said invention, that the same are unencumbered, that no license has been granted to make, use, offer for sale, sell or import said inventions or improvements or any of them, and that Assignor(s) has/have the full right to make this assignment.

Assignor(s) hereby covenant(s) with said Assignee, its successors, assigns and legal representatives that I/we have made to others no assignment, grant, mortgage, license, sale or agreement affecting the rights and property conveyed and that we have the full right to convey the same as herein expressed.

And for the consideration aforesaid, Assignor(s) agree(s) jointly and individually that Assignor(s) will communicate to said Assignee or the representatives thereof any facts known to Assignor(s) respecting said inventions and improvements, and will, upon request, but without expense to Assignor(s), testify in any legal proceeding, sign all lawful papers, execute all divisional, reissue, continuation, continuations-in-part, substitutes, renewal, and/or all other patent applications, execute all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said Assignee or by counsel for said Assignee, to assist or enable said Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor(s) heirs, executors, administrators, successors, and/or assigns, and shall inure to the benefit of the heirs, executors, administrative successors and/or assigns, as the case may be, of said Assignee.

DATE EXECUTED May 31, 2006

Kenneth H. Meano
Inventor 1 (your signature)

State of West Virginia
County of Monongalia

Before me, a Notary Public in and for the said County and State, personally appeared Inventor, who acknowledged that he is the person who executed the

foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notary seal this 31st day of May, 2006

B Jean Koparke
Notary Public

