

05-31-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103411324

To the Director of the U.S. Patent

Documents or the new address(es) below.

1. Name of conveying party(ies):

Chien-Pei Mao (05/14/2007), John Short
(04/17/2007), Jim Klemm (04/16/2007), Royce
Abbott (04/17/2007),

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): in parentheses after inventor name

☒ Assignment ☐ Merger ☐ Change of Name

☐ Security Agreement ☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

2. Name and address of receiving party(ies)

Name: Delavan Inc

Internal Address:

Street Address:

811 4th Street

City: West Des Moines

State: Iowa

Country: United States of America Zip: 50265

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/734,260

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?

☐ Yes ☒ No

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

Name: Brian R. Pollack
EDWARDS ANGELL PALMER & DODGE LLP

Internal Address: Atty. Dkt.: 65318(49370)

Street Address: P.O. Box 55874

City: Boston

State: MA Zip: 02205

Phone Number: (203) 353-6876

Fax Number: (617) 439-4170

Email Address: Bpollack@eapdlaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number 04-1105

Authorized User Name Brian R. Pollack

9. Signature:

Signature

May 23, 2007

Date

Brian R. Pollack - 47,001

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Dated: May 23, 2007

Signature:

(Lori Giuffrida)

RECORDATION FORM COVER SHEET (PTO-1595)
(supplemental sheet)

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Nick Overman (04/16/2007), Spencer Pack (04/16/2007), and Audra Winebrenner (04/16/2007)

Additional Assignees (2. Continued):

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers

4A. Continued:

Additional Patent Numbers

4B. Continued:

Additional numbers attached?

☐ Yes

☐ No

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this _____ day of _____,

by Chien-Pei Mao; John Short; Jim Klemm; Royce Abbott; Nick Overman; Spencer Pack; and Audra Winebrenner (hereinafter referred to as Assignors), residing at 9935 Lincoln Avenue, Clive, Iowa 50325; 9065 Dubuque Street, Norwalk, Iowa 50211; 1427 57th Place, Des Moines, Iowa 50311; 3102 East Madison, Des Moines, Iowa 50317; Country Club Village Apartments, 1254 Office Park Road, Apt. 2, West Des Moines, Iowa 50265; 8513 NW Country Club Drive, Urbandale, Iowa 50322; and 513 East 24th Street, Des Moines, Iowa 50317, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in FUEL INJECTION AND MIXING SYSTEMS HAVING PIEZOELECTRIC ELEMENTS AND METHODS OF USING THE SAME, set forth in a Patent application for Letters Patent of the United States, already filed on April 11, 2007 as U.S. Application No. 11/734,260; and

WHEREAS, Delavan Inc, having its principal place of business at 811 4th Street, West Des Moines, Iowa 50265 (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 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 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: 5/14/07 Signature: 
Chien-Pei Mao

Date: _____ Signature: _____
John Short

Date: _____ Signature: _____
Jim Klemm

Date: _____ Signature: _____
Royce Abbott

Date: _____ Signature: _____
Nick Overman

Date: _____ Signature: _____
Spencer Pack

Date: _____ Signature: _____
Audra Winebrenner


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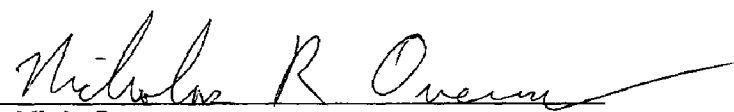
AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.


Date: _____ Signature: _____
Chien-Pei Mao


Date: 4/17/07 Signature: 
John Short

Date: _____ Signature: _____
Jim Klemm

Date: 4/17/07 Signature: 
Royce Abbott

Date: 04/16/2007 Signature: 
Nick Overman

Date: 04/16/2007 Signature: 
Spencer Pack

Date: 4/16/07 Signature: 
Audra Winebrenner

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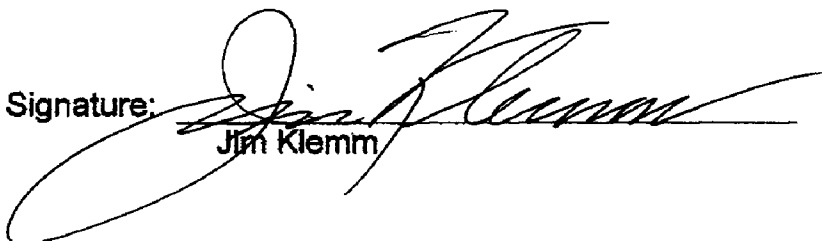
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Date: _____ Signature: _____
Spencer Pack

Date: _____ Signature: _____
Audra Winebrenner