## PATENT ASSIGNMENT

# Electronic Version v1.1

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SUBMISSION TYPE:			NEW ASSIGNMENT	
NATURE OF CONVEYANCE:			ASSIGNMENT	
CONVEYING PARTY DATA				
Name         Execution Date				
Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas				
RECEIVING PARTY DATA				
Name:	ErgoAir, Inc.			
Street Address:	3939 Briarcrest Court			
City:	Las Vegas			
State/Country:	NEVADA			
Postal Code:	89120-1305			
PROPERTY NUMBERS Total: 1 Property Type			Number	
Application Number: 12129		121295	529	
Fax Number: (651)688-3348				
Fax Number:(651)688-3348Correspondence will be sent via US Mail when the fax attempt is unsuccessful.				
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ATTORNEY DOCKET NUMBER:			E211.12-7	
NAME OF SUBMITTER:			Jeffrey D. SHEWCHUK	
Total Attachments: 2 source=assign2#page1.tif source=assign2#page2.tif				



#### First Named Inventor: Douglas D. REYNOLDS

Title

: Seat System With Shock- And Vibration Reducing Bladders

WHEREAS, Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, a public agency of the State of Nevada, having offices at 4505 Maryland Parkway, Las Vegas, Nevada 89154-1085, ("Assignor") is the owner of right, title and interest in an invention for certain new and useful improvements as described in an application entitled <u>Seat System With Shock- And Vibration Reducing Bladders</u> for Letters Patent of the United States, the application being identifiable in the United States Patent and Trademark Office by Application No. <u>60/940,462</u>, filed <u>May 29, 2007</u> (the "invention"); and

WHEREAS, ErgoAir, Inc., a corporation organized and existing under the laws of the State of Nevada, and having offices at 3939 Briarcrest Court, Las Vegas, NV 89120-1305, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

**Definitions.** Whenever used in this Agreement, "invention" shall include: (i) all United States and foreign patents and any continuation, division, extension or reissue thereof; and (ii) all modifications, enhancements, additions, continuations-in-part and improvements, regardless of whether such are patentable or may become patented, all items listed in this section shall automatically be incorporated herein without the payment of any additional fees, royalties or any other compensation or considerations of any kind, but "invention" shall exclude information which exists in the prior art or obvious modifications of information existing in the prior art;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the invention, the above-identified application, corresponding domestic and foreign provisional and non-provisional applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to Assignee.

Assignor authorizes the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

Assignor represents to Assignee, its successors and assigns, that Assignor has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor or its successors will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.

Notwithstanding anything contained herein to the contrary, Assignor retains the right to use the invention for its own non-commercial, educational, teaching and research purposes without payment of royalties or other fees.

Assignor makes no representations and extends no warranties of any kind, either express or implied,

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including, but not limited to, warranties of merchantability and fitness for a particular purpose. Assignor does not warrant the invention will be patentable. Assignor does warrant that its research is scientifically accurate and performed in accordance with all applicable scientific principles and methodologies. Assignee does warrant that its research is scientifically accurate and performed in accordance with all applicable scientific principles and methodologies.

Nothing contained in this Agreement shall be construed as a warranty or representation that the invention will be free from infringement of patents or other intellectual property or proprietary rights of third parties.

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas

Recommended by: Date: 5-21-08 Robert W. Sweitzer, Director of Technology Transfer By: Date: 5-21-08 Ronald W. Smith, Vice President for Research and Dean of the Graduate College Bv: Neal J. Smastresk, Executive Vice President and Provost By: Gerry Bomótul, Senior Vice President for Finance and Business By: David B. Ashley, President By: Approved as to legal form and content: Date: Richard C. Linstrom, Vice President and General Counsel By: Approved by: Date: Chancellor, Nevada System of Higher Education By: James Rogers.

### RECORDED: 08/08/2008

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