

Form PTO-1595 (Rev. 11-08)  
OMB No. 0651-0027 (exp. 12/31/2008)

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### 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)

MULLNER, Peter  
KNOWLTON, William B.

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

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

Name: BOISE STATE UNIVERSITY

Internal Address: \_\_\_\_\_

Street Address: 1910 UNIVERSITY DR.

City: BOISE

State: IDAHO

Country: USA Zip: 83725

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

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

Execution Date(s) 12/03/08; 07/10/08

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

#### 4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

60/859,163  
11/940,316  
PCT/US2007/084732

B. Patent No. (s)

Additional numbers attached?  Yes  No

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

Name: BARBARA S. PEDERSEN

Internal Address: \_\_\_\_\_

Street Address: PO BOX 2666

City: BOISE

State: IDAHO Zip: 83701-2666

Phone Number: 208-343-6355

Fax Number: 208-343-6341

Email Address: jp@pedersenco.com

#### 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

#### 8. Payment Information

Deposit Account Number 502236

Authorized User Name BARBARA S. PEDERSEN

#### 9. Signature:

*Barbara S. Pedersen*  
Signature

December 15, 2008  
Date

BARBARA S. PEDERSEN  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

CH \$120.00 502236 60859163

## ASSIGNMENT OF INVENTION, PATENT APPLICATION(S) AND/OR PATENTS

The undersigned, Peter Mullner and William B. Knowlton, in consideration of good and valuable consideration paid to the undersigned, agree to assign, and hereby do assign, transfer and set over to Boise State University, a body corporate and politic of the State of Idaho, whose address is 1910 University Drive, Boise, Idaho, 83725 (hereinafter designated as the Assignee), the entire right, title and interest in and to the invention known as "**Multi-State Memory and Multi-Functional Devices Comprising Magnetoplastic or Magnetoelastic Materials**," for which a provisional application has been filed in the United States Patent and Trademark Office on **November 14, 2006** and given Serial No. **60/859,163**, and for which a non-provisional application has been filed on **November 14, 2007** and given Serial No. **11/940,316**, and for which a PCT application has been filed on **November 14, 2007** and given Serial No. **PCT/US07/84732** and which patent application(s)/patent(s) are also hereby assigned, transferred, and set over to Assignee. I also agree to assign any and all U.S. non-provisional applications, PCT applications, and National Phase applications claiming priority of the above provisional application. I hereby give the office of Pedersen & Company, PLLC permission to fill in the filing dates and the serial numbers, when known, of said U.S. non-provisional applications, PCT applications, and National Phase applications:

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1) I agree to execute all papers necessary or convenient in connection with each application to protect the invention, and any continuation, continuation-in-part, or divisional applications thereof, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) I agree to execute all papers necessary or convenient in connection with any interference which may be declared concerning any application relating to the invention, or any continuation, continuation-in-part, or division thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with any such interference.

3) I agree to execute all papers and documents and perform any act which may be necessary or convenient in connection with claims or provisions of foreign patent offices, including those operating under the Patent Cooperation Treaty (PCT), International Convention for Protection of Industrial Property, or similar treaties or agreements.

4) I agree to perform all affirmative acts which may be necessary or convenient to obtain grants of valid patents to the Assignee relating to the invention.

5) I hereby authorize and request the Commissioner of Patents and Trademarks, and all equivalent foreign patent office officials, to issue any and all Letters Patents resulting from said applications or any continuation, continuation-in-part, or divisional applications thereof, to the said Assignee, as Assignee of the entire interest, and hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

6) I hereby grant the Assignee and its duly authorized representatives 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, and any equivalent foreign patent office, for recordation of this document.

NOW THEREFORE, Assignor hereby forever transfers and assigns unto Assignee all right, title, and interest, in and to the subject invention(s); the same to be held and enjoyed by Assignee, its heirs, successors, assigns, and legal representatives, as completely as if the inventions would have been held by Assignor had this assignment not been made, including the right to sue for past infringements.

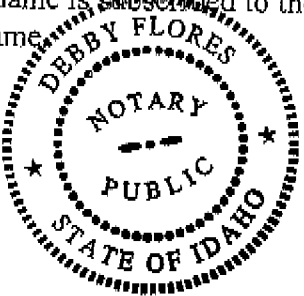
Date 3/12/08 Signature of Inventor *[Signature]*  
PETER MULLNER

State of Idaho )  
County of Ada )

S. S.

On this 3 day of December, in the year of 2008, before me Debby Flores, personally appeared **Peter Mullner**, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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Notary Public Debby Flores  
My Commission Expires On 8-19-2014

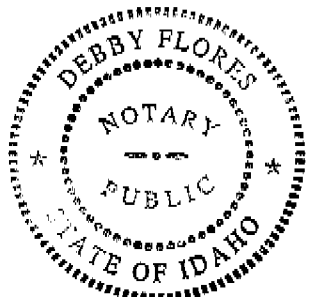
Date 2/12/08 Signature of Spouse *[Signature]*  
(as to community property interest only)

State of Idaho )  
County of Ada )

S. S.

On this 3rd day of December, in the year of 2008, before me Debby Flores, personally appeared Deborah Mullner, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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Notary Public Debby Flores  
My Commission Expires On 8/19/2014

Date July 10, 2008 Signature of Inventor William B Knowlton  
WILLIAM B. KNOWLTON

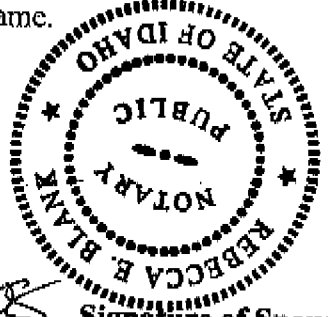
State of Idaho )

S. S.

County of Ada )

On this 10<sup>th</sup> day of July, in the year of 2008, before me Rebecca E. Blank, personally appeared **William B. Knowlton**, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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Rebecca E. Blank  
Notary Public

My Commission Expires On April 16, 2013

Date Amy Moll Signature of Spouse Amy Moll  
(as to community property interest only)

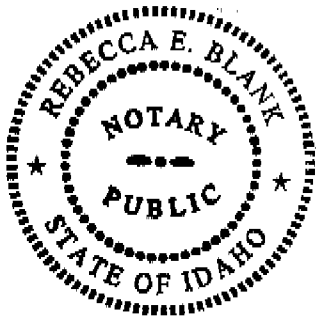
State of Idaho )

S. S.

County of Ada )

On this 10<sup>th</sup> day of July, in the year of 2008, before me Rebecca E. Blank, personally appeared Amy Moll, known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.

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Rebecca E. Blank  
Notary Public

My Commission Expires On April 16, 2013