

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alissa M Fitzgerald	01/16/2009
David M Pierce	01/19/2009
RECEIVING PARTY DATA	
Name:	A. M. Fitzgerald & Associates, LLC
Street Address:	655 Skyway Road
Internal Address:	Suite 118
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12116420
CORRESPONDENCE DATA	
Fax Number:	(650)240-3920
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6504884485
Email:	ulman@nupat.com
Correspondent Name:	Morrison Ulman
Address Line 1:	NUPAT, LLC
Address Line 2:	PO Box 1811
Address Line 4:	Mountain View, CALIFORNIA 94042-1811
ATTORNEY DOCKET NUMBER:	AF001
NAME OF SUBMITTER:	Morrison Ulman
<p>Total Attachments: 2</p> <p>source=amf_assn#page1.tif</p>	

OP \$40.00 12116420

500760245

PATENT
REEL: 022140 FRAME: 0150

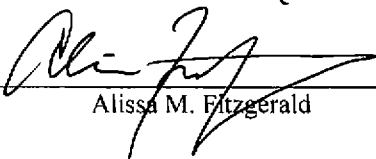
ASSIGNMENT

WHEREAS, I, Alissa M. Fitzgerald ("Assignor"), a citizen of the United States of America, residing in San Francisco, California, have invented certain new and useful inventions entitled "Fracture prediction for crystalline microstructures" for which application number US 12/116,420 for a United States Patent was filed on 7 May 2008; and

WHEREAS, A. M. Fitzgerald & Associates, LLC, ("Assignee"), a limited liability company duly organized under the laws of the State of California, and having its offices and place of business at San Carlos, California, is desirous of acquiring the entire right, title and interest in and to the aforesaid inventions and in and to all applications and Patents therefor granted in the United States of America, and in any and all countries foreign thereto;

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I said Assignor, by these presents do sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest for the territory of the United States of America and all countries foreign thereto, and throughout the world and in space, (including the right to apply for Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), in and to said inventions and in and to all applications and Patents granted therefor, and all divisions, reissues, continuations, and extensions thereof, and in and to all copyrights, trademarks, with their associated goodwill, trade secrets, confidential information, and compilations, necessary or useful to make, use, or sell the inventions. I hereby authorize and request the Director of the United States Patent and Trademark Office, and any official whose duty it is to issue patents, to issue all Patents on said inventions or resulting therefrom to said Assignee, or its successors and assigns, as assignee of the entire right, title and interest. I represent that I have the full right to agree to, execute, and deliver this assignment. I agree that I will without further consideration, but at the expense of the Assignee, communicate to said Assignee, or its successors, assigns, or nominees, any and all facts known to me regarding said inventions whenever requested, and that I will execute all divisional, reissue, and continuation applications, testify in legal proceedings, sign all lawful papers, make all rightful oaths, and generally do everything reasonable for said Assignee, its successors, assigns, and nominees, to obtain and enforce proper patent protection for said inventions in all countries.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16 day of January 2009.


Alissa M. Fitzgerald

Witnessed by:
 1/16/2009
Printed Name: Catherine Guittard

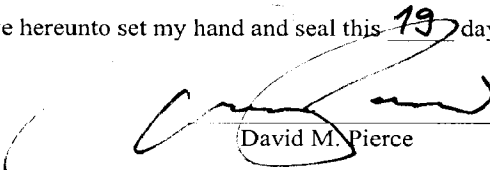
ASSIGNMENT

WHEREAS, I, David M. Pierce ("Assignor"), a citizen of the United States of America, residing in Afton, Minnesota, have invented certain new and useful inventions entitled "Fracture prediction for crystalline microstructures" for which application number US 12/116,420 for a United States Patent was filed on 7 May 2008; and

WHEREAS, A. M. Fitzgerald & Associates, LLC, ("Assignee"), a limited liability company duly organized under the laws of the State of California, and having its offices and place of business at San Carlos, California, is desirous of acquiring the entire right, title and interest in and to the aforesaid inventions and in and to all applications and Patents therefor granted in the United States of America, and in any and all countries foreign thereto;

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I said Assignor, by these presents do sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest for the territory of the United States of America and all countries foreign thereto, and throughout the world and in space, (including the right to apply for Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), in and to said inventions and in and to all applications and Patents granted therefor, and all divisions, reissues, continuations, and extensions thereof, and in and to all copyrights, trademarks, with their associated goodwill, trade secrets, confidential information, and compilations, necessary or useful to make, use, or sell the inventions. I hereby authorize and request the Director of the United States Patent and Trademark Office, and any official whose duty it is to issue patents, to issue all Patents on said inventions or resulting therefrom to said Assignee, or its successors and assigns, as assignee of the entire right, title and interest. I represent that I have the full right to agree to, execute, and deliver this assignment. I agree that I will without further consideration, but at the expense of the Assignee, communicate to said Assignee, or its successors, assigns, or nominees, any and all facts known to me regarding said inventions whenever requested, and that I will execute all divisional, reissue, and continuation applications, testify in legal proceedings, sign all lawful papers, make all rightful oaths, and generally do everything reasonable for said Assignee, its successors, assigns, and nominees, to obtain and enforce proper patent protection for said inventions in all countries.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19 day of JAN, 2009.



David M. Pierce

Witnessed by:



Printed Name:

THOMAS ERIKSSON