

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rensselaer Polytechnic Institute	08/10/2007
RECEIVING PARTY DATA	
Name:	Steven L. DiMarco
Street Address:	4159 Rolling Hill Drive
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6571557
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NAME OF SUBMITTER:	Francis C. Hand
Total Attachments: 2 source=DiMarco Assignment#page1.tif source=DiMarco Assignment#page2.tif	

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Agreement for Release of Invention Rights

WHEREAS, Steven L. DiMarco (hereinafter referred to as "Inventor") has developed and disclosed to Rensselaer Polytechnic Institute (hereinafter referred to as "Rensselaer") an invention entitled, "Engine Cylinder Head", (hereinafter referred to as "Invention"), encompassed by US Patent Number 6,571,557 which patent lists Inventor as a sole inventor; and

WHEREAS, Inventor has requested that Rensselaer release to him all rights which are owned by Rensselaer relating to the Invention; and

WHEREAS, Rensselaer has reviewed the circumstances pertaining to the creation, patentability and commercial potential of the Invention and has determined that a release of rights to the sole Inventor listed on the patent in accordance with the terms set forth below is in Rensselaer's and the public's best interest;

NOW THEREFORE, Rensselaer and Inventor hereby do mutually agree as follows:

1. With the exception of the reservation in paragraph 6 below, and upon the terms and conditions of this Agreement, Rensselaer hereby releases to Inventor all rights and obligations which it owns and has relating to the Invention
2. This release affects only the named Invention and does not include improvements to such Invention, which shall be disclosed to Rensselaer if otherwise required under the terms of the Rensselaer Intellectual Property Policy.
3. Inventor shall not continue any further development of the Invention utilizing any resources of Rensselaer.
4. In the event the Invention is commercialized, Inventor agrees to reimburse Rensselaer for all patent expenses not previously reimbursed by a third party.
5. Rensselaer and Inventor agree that from the date of execution of the Agreement, all expenses related to the development, patenting, licensing and protection of the Invention shall be borne by the Inventor.
6. Rensselaer hereby reserves an irrevocable, nonexclusive, nontransferable, royalty-free right to the Invention for research and education purposes only, and not for commercial purposes, and the right to grant to other nonprofit research institutions the right to use the Invention for their non-commercial research and educational purposes.
7. In the event that the Invention arises from or is the result, in whole or in part, of a sponsored research project, any rights conferred herein to Inventor is subject to sponsor's rights, if any.
8. This release is expressly made subject to the right of any and all third parties who may claim an interest in the Invention, and is also made "as-is" and without any representation or warranty by Rensselaer whatsoever.
9. Inventor shall not use the name of Rensselaer, or any division thereof, in any advertising, promotional or sales literature associated with the Invention without written consent from Rensselaer.

This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute, which cannot be amicably settled, shall be the State and federal courts located in Rensselaer or Albany County, and the parties consent to the exclusive jurisdiction of such courts in such event.

Executed in triplicate originals.

RENSELAER:

Rensselaer Polytechnic Institute

Inventor:

John L. Wick

By:

David M. Kendall

Social Security No 094601321

Title:

EXECUTIVE DIRECTOR
8/10/07

12/1/10 John L. Wick