PATENT ASSIGNMENT

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SUBMISSION TYPE:		NEW A	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIG	ASSIGNMENT		
CONVEYING PART	ΓΥ DATA	J			
Name				Execution Date	
Mr. Christopher A. Schuh				10/09/2009	
Mr. Jose M. San Juan				10/08/2009	
Ms. Ying Chen				10/09/2009	
RECEIVING PART	Y DATA				
Name: Massachusetts Institute of Technology					
Street Address:	77 Massachus	77 Massachusetts Avenue			
City:	Cambridge	Cambridge			
State/Country:	MASSACHUS	ETTS			
Postal Code:	02139	02139			
Property Type		Number			
		12499122			
Application Number: 61134		61134363			
CORRESPONDEN	CE DATA				
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Email: lober@lober-patent.com Correspondent Name: Theresa A.Lober					
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ATTORNEY DOCK	ET NUMBER:	MIT132	MIT13279		
NAME OF SUBMIT	TER:	Theresa	Theresa A. Lober		
Total Attachments:	4				
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> PATENT REEL: 025830 FRAME: 0324

ASSIGNMENT

Whereas we, the undersigned: Christopher A. Schuh, 141 East Union St., Ashland, MA 01721; Jose M. San Juan, Gordoniz, 13, 5, Isd., Bilbao, Spain, 48010; and Ying Chen, 18 Glendale Ave., Somerville, MA 02144

have made an invention for:

SUPERELASTIC ALLOY STRUCTURAL GEOMETRY FOR ULTRAHIGH MECHANICAL DAMPING

described in an application for Letters patent of the United States filed in the United States Patent and Trademark Office on July 8, 2009, under serial No. 12/499,122, claiming priority under 35 U.S.C. §119(e) from United States Provisional Patent Application Serial No. 61/134,363, filed in the United States Patent and Trademark Office on July 9, 2008, and

WHEREAS the **Massachusetts Institute of Technology**, a Massachusetts corporation having a place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139, desires for the benefit of itself and its successors, assigns, and legal representatives, all inclusively hereinafter referred to as "Assignee," to acquire the entire right, title and interest in and to said invention, for the United States and all foreign countries, said applications, all inventions disclosed in said applications, and all Letters Patent of the United States and of all other countries which may be granted for said inventions;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign, and transfer to said Assignee the entire right, title, and interest in and to said invention, inventions, and applications, including all priority rights arising therefrom, all inventions disclosed in said applications, and any and all Letters Patent of the United States, including but not limited to non-provisional, continuing, divisional, reissue, substitute, and reexaminations of said applications or such Letters Patent, and patents of all other countries, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country on and of said inventions; together with the right to apply for patent rights in each foreign country and all rights to priority;

TO HAVE, HOLD, AND ENJOY said inventions, said applications, and said Letters Patent to said Assignee, to its and their own use and behoof to the full end of the term or terms for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on said applications above referred to, or for said inventions, or any of them, to said Assignee in accordance with the terms of this assignment;

> PATENT REEL: 025830 FRAME: 0325

Page 1 of 2

AND we hereby agree to execute and sign without further consideration any other legal documents and rightful oaths, powers of attorney, assignments and any non-provisional, divisional, continuing, substitute, renewal, reissue, utility and all other patent, utility model, and industrial design applications on any; and all said inventions in and for all patents that may be appropriate and may be deemed necessary by the Assignee to fully secure to said Assignee its interests as aforesaid in and to said inventions or any part therefor and in and to said patents or any of them;

AND we further covenant and agree that we will at any time upon request communicate to said Assignee any facts known to me/us relating to said inventions and the history therefore and any patents that may be granted thereon, that we will testify as to the same in any interference or litigation when requested to do so, and that we will do everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;

AND we hereby covenant with the Assignee that we have not assigned granted, mortgaged, licensed, or other otherwise entered into an agreement affecting the rights and property herein conveyed, and that full right to convey the same as herein expressed is possessed by us.

2009

ANGELITA MIRELES and the frints Notary Public EALTH OF MASSACHUSETTS 10/9/2003 My Commission Expires August 22, 2014 Itness Name:

Christopher A. Schuh

Date Jose M. San Juan Witness Name: auguer Marale. 10/7/2004 ANGELITA MIRELES **Notary Public** ONWEALTH OF MASSACHUSETTS My Commission Expires August 22, 2014 200 Ying Chen Witness Name:

ASSIGNMENT

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WHEREAS the **Massachusetts Institute of Technology**, a Massachusetts corporation having a place of business at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139, desires for the benefit of itself and its successors, assigns, and legal representatives, all inclusively hereinafter referred to as "Assignee," to acquire the entire right, title and interest in and to said invention, for the United States and all foreign countries, said applications, all inventions disclosed in said applications, and all Letters Patent of the United States and of all other countries which may be granted for said inventions;

NOW, THEREFORE, for good and valuable consideration provided by said Assignee, the receipt whereof is hereby acknowledged, we do hereby sell, assign, and transfer to said Assignee the entire right, title, and interest in and to said invention, inventions, and applications, including all priority rights arising therefrom, all inventions disclosed in said applications, and any and all Letters Patent of the United States, including but not limited to non-provisional, continuing, divisional, reissue, substitute, and reexaminations of said applications or such Letters Patent, and patents of all other countries, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country on and of said inventions; together with the right to apply for patent rights in each foreign country and all rights to priority;

TO HAVE, HOLD, AND ENJOY said inventions, said applications, and said Letters Patent to said Assignee, to its and their own use and behoof to the full end of the term or terms for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND we hereby authorize and request the Commissioner of Patents of the United States and the appropriate officers of all foreign patent offices to issue any and all Letters Patent which may be granted on said applications above referred to, or for said inventions, or any of them, to said Assignee in accordance with the terms of this assignment;

Page 1 of 2

PATENT REEL: 025830 FRAME: 0327 AND we hereby agree to execute and sign without further consideration any other legal documents and rightful oaths, powers of attorney, assignments and any non-provisional, divisional, continuing, substitute, renewal, reissue, utility and all other patent, utility model, and industrial design applications on any; and all said inventions in and for all patents that may be appropriate and may be deemed necessary by the Assignee to fully secure to said Assignee its interests as aforesaid in and to said inventions or any part therefor and in and to said patents or any of them;

AND we further covenant and agree that we will at any time upon request communicate to said Assignee any facts known to me/us relating to said inventions and the history therefore and any patents that may be granted thereon, that we will testify as to the same in any interference or litigation when requested to do so, and that we will do everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;

AND we hereby covenant with the Assignee that we have not assigned granted, mortgaged, licensed, or other otherwise entered into an agreement affecting the rights and property herein conveyed, and that full right to convey the same as herein expressed is possessed by us.

Date

Christopher A. Schuh

Witness Name:

October, 8, 2009 Date

The second secon

Jose M. San Juan

Maria Luisa No

Witness Name:

Date

Ying Chen

Witness Name:

Page 2 of 2