

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JERRY IHOR TUSTANIWSKYJ	05/31/2011
ALEXANDER JOSEF WALDAUF	05/19/2011
JAMES WITTMAN BABCOCK	05/31/2011
RECEIVING PARTY DATA	
Name:	DELTA DESIGN, INC.
Street Address:	12367 CROSTHWAITE CIRCLE
City:	POWAY
State/Country:	CALIFORNIA
Postal Code:	92064
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13091995
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2026725300
Email:	PSHIEK@FOLEY.COM
Correspondent Name:	FOLEY & LARDNER, LLP
Address Line 1:	3000 K ST., NW
Address Line 2:	SUITE 600
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20007
ATTORNEY DOCKET NUMBER:	047589-0481
NAME OF SUBMITTER:	P. SHIEK FOR G. C. BECK
<p>Total Attachments: 6</p> <p>source=Assign#page1.tif</p>	

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME AND SIGNATURE OF INVENTOR

NAME: JERRY HIR TUSTANIWSKYJ SIGNATURE:  DATE: 5/31/2011

NAME AND SIGNATURE OF WITNESSES

NAME: THOMAS P. JONES SIGNATURE:  DATE: 5/31/2011
NAME: TROY TAYLOR SIGNATURE:  DATE: 5/31/2011

NAME AND SIGNATURE OF INVENTOR

NAME: Alexander Josef Waldauf SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE OF WITNESSES

NAME: _____ SIGNATURE: _____ DATE: _____

NAME: _____ SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE OF INVENTOR

NAME: JAMES WITTMAN BABCOCK SIGNATURE: JA Babcock DATE: 31 May 2011

NAME AND SIGNATURE OF WITNESSES

NAME: TROY TAYLOR SIGNATURE: [Signature] DATE: 5/31/2011

NAME: THOMAS P. JONES SIGNATURE: [Signature] DATE: 5/31/2011

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Delta Design, Inc.
12367 Crosthwaite Circle
Poway, California 92064

(hereinafter referred to singly and collectively as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

SYSTEM AND METHOD FOR ACCELERATING DEVICE

as set forth in this United States Patent Application

check one

☐ executed concurrently herewith,
☐ executed on _____,
☒ Serial No. 13/091,995 Filed 04/21/2011, which claims priority to U.S. Provisional Application Number 61/326,565, filed April 21, 2010.

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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NAME AND SIGNATURE OF INVENTOR

NAME: JERRY IHOR TUSTANIWSKYJ SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE OF WITNESSES

NAME: _____ SIGNATURE: _____ DATE: _____

NAME: _____ SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE OF INVENTOR

NAME: Alexander Josef Waldauf

SIGNATURE: 

DATE: 19/May/2011

NAME AND SIGNATURE OF WITNESSES

NAME: Jörg Benkel

SIGNATURE: 

DATE: 19/May/2011

NAME: Benel FEL

SIGNATURE: 

DATE: 19/May/2011

NAME AND SIGNATURE OF INVENTOR

NAME: JAMES WITTMAN BABCOCK

SIGNATURE: _____

DATE: _____

NAME AND SIGNATURE OF WITNESSES

NAME: _____

SIGNATURE: _____

DATE: _____

NAME: _____

SIGNATURE: _____

DATE: _____