

04-13-1999

PATENTS ONLY



APR 1

To the Honorable Commissioner of F
copy thereof.

101007901

re attached original documents or

1. Name of conveying party(ies):

Lawrence J. Vande Kieft

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

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

Name: UNITED STATES OF AMERICA AS
REPRESENTED BY THE SECRETARY OF THE ARMY

Internal Address: _____
I certify this is being
deposited with the U.S.
Postal Service as first
class mail addressed to
Assistant Commissioner
of Patents, Washington

Street Address: _____
D.C. 20231, on 3/29/99

City: WASHINGTON, D.C. by Carolyn Bourget

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Confirmatory License

Execution Date 1/27/97

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

08/812,062

Additional numbers attached? Yes No

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

Name: US ARMY RESEARCH LABORATORY

Internal Address: AMSRL-CS-CC-IP (Carolyn Bourget)

Street Address: 2800 Powder Mill Road

City: Adelphi State: MD ZIP: 20783-1197

6. Total number of applications and patents involved:

_____ > 1 < _____

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-2201

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

4/12/1999 JSNBAZZ 00000031 192201 00812062

1 FC:581 40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul S. Clohan
Name of Person Signing

Signature

Date

3-29-99

Total number of pages including cover sheet, attachments, and document: _____ > 6

ASSIGNMENT

**FROM CONTRACTOR-EMPLOYEE TO CONTRACTOR
AND
FROM CONTRACTOR TO GOVERNMENT
(AMC-R 825-2)**

APPLICATION FOR: APPARATUS FOR PREPARING AND DISSEMINATING NOVEL FIRE EXTINGUISHING
Short Title of Invention AGENTS

INVENTOR(S): Lawrence J. Vande Kieft

* SERIAL NO: 08/812,062 * FILING DATE: 2/19/97 DATE OATH EXECUTED: 27 Jan 97

CONTRACTOR: Dr. L. J. Vande Kieft

CONTRACT NO: DAAL 01-96-P-2677

SUBCONTRACTOR: _____

* Data not known at execution time may be added later for better identification.

WHEREAS, under the terms of the above-identified Government contract with the United States Government, the Contractor ** agreed, inter alia, to grant to the Government certain rights under inventions and/or discoveries conceived or first actually reduced to practice in the performance of said contract; and

WHEREAS, the above-identified patent application discloses invention(s) within the purview of said rights agreed to be granted by the Contractor to the Government; and

WHEREAS, the Government desires that the assignment rights provided for by said contract in and to said invention(s) be confirmed; and

WHEREAS, under the employment contract, agreement or arrangement the Contractor-employer is entitled to an assignment in and to certain inventions made by the inventor(s) as part of his (their) duties as employee(s) of the Contractor; and

WHEREAS, the above-identified invention(s) was/were made in the performance of the above-identified contract and under such circumstances as to entitle the Government to an assignment of the entire right, title and interest in and to said invention(s) and any and all applications for Letters Patent thereon and in and to any and all Letters Patent granted on said application, subject only to a nonexclusive royalty free license to Contractor, said license to be non-transferable except to the successor of that part of the Contractor's business to which said license is appurtenant.

NOW, THEREFORE, be it known that for and in consideration of these premises and for other good and sufficient consideration, the receipt of which is hereby acknowledged, I (we), the inventor(s), do sell, assign, and transfer to the Contractor-employer the entire right, title and interest in and to said invention(s) and patent application and in and to all Letters Patent wherever they may be granted thereon, as well as divisions, continuations, reissues, and extensions of said application and Letters Patent, the same to be held and enjoyed by the said Contractor-employer to the full end of the term or terms for which Letters Patent are or may be granted, as fully and entirely as the same would have been held or enjoyed by me (us) had this assignment not been made.

** (The terms "Contract" and "Contractor" shall include subcontract and subcontractor, if applicable, wherever they occur.)

ASSIGNMENT (Continued)

PRIME CONTRACTOR AND NUMBER: Dr. L.J. Vande Kieft DAALØ1-96-P-2627
SUBCONTRACTOR: _____
APPLICATION FOR: Apparatus for Preparing and Disseminating Novel Fire Extinguishing
INVENTOR(S): Lawrence J. Vande Kieft
SERIAL NO: 08/812,062 **FILING DATE:** 2/19/97

CONTRACTOR'S ASSIGNMENT

The above-identified Contractor for and in consideration of these premises and for other good and sufficient consideration, the receipt of which is hereby acknowledged, by these presents does sell, assign, and transfer to the United States Government, as represented by the Secretary of the Army and his successors in office:

ONE: The entire right, title and interest throughout the United States, its Territories, Possessions, and Puerto Rico, in and to said invention(s) and patent application and in and to any and all Letters Patent granted thereon, as well as divisions, continuations, reissues, and extensions of said application and Letters Patent, the same to be held and enjoyed by the said Government of the United States, to the full end of the term or terms for which Letters Patent are or may be granted, as fully and entirely as the same would have been held or enjoyed by the Contractor had this assignment not been made, subject only to the license, as above recited, which license extends to Contractor and to existing and future associated and affiliated companies, if any, within the corporate structure of which Contractor is a part, and which license is hereby reserved.

TWO: The entire right, title and interest, in all foreign countries, in and to said invention(s) and in and to all foreign Letters Patent, subject only to the license, as above recited, which license extends to Contractor and to existing and future associated and affiliated companies, if any, within the corporate structure of which Contractor is a part, and which license is hereby reserved.

NOTE: The Contractor may delete this paragraph TWO by crossing it out and initialing in the margin. If paragraph TWO is deleted, the following paragraph then becomes applicable and forms part of this instrument.

Contractor further grants, conveys, and confirms to the Government of the United States, as represented by the Secretary of Army and his successors in office, in consideration of the premises and other good and sufficient consideration, an irrevocable, nonexclusive, and royalty-free license to practice, and cause to be practiced by and for the Government, in all foreign countries, in the manufacture, use and disposition according to law, any article, material, or method embodied in any and all of the inventions (within the scope of the said certain rights) disclosed in the above-identified patent application, as well as in any and all Letters Patent, for the full term or terms thereof, which may eventuate from or be based thereon, the said license (1) being non-transferable, except that the Government has the right to grant sub-licenses to any foreign government or international organization specifically for use in programs established by International Agreements for research, development, or production of weapons or equipment for mutual defense, and (ii) including the practice of the licensed inventions in the manufacture, use, and disposition of any article or material, in the use of any method, or in the performance of any service acquired by or for the Government or with funds derived through the Military Assistance Program of the Government or otherwise through the Government.

ASSIGNMENT (Continued)

PRIME CONTRACTOR AND NUMBER: Dr. L.J. Vande Kieft DAAL 01-96-P-2627
 SUBCONTRACTOR: N/A
 APPLICATION FOR: APPARATUS FOR PREPARING AND DISSEMINATING NOVEL FIRE EXTINGUISHING
AGENTS
 INVENTOR(S): Lawrence J. Vande Kieft
 SERIAL NO: 08/812,062 FILING DATE: 2/19/97

Signed for Contractor on 27 January 1997 Signature of Officer L.J. Vande Kieft
DAY MONTH YEAR
 At APG Harford MD LAWRENCE J. VANDE KIEFT
LOCALITY COUNTY STATE TYPED NAME

I certify that I am the Secretary of the above-identified Corporation; that the officer who signed this instrument on behalf of the Corporation was then sole proprietor of the Corporation, acting by authority of its governing body and within the scope of its corporate powers.

Signed on: 27 January 1997 Signature of Secretary L.J. Vande Kieft
DAY MONTH YEAR
 (Corporate Seal) LAWRENCE J. VANDE KIEFT
TYPED NAME

State of MARY LAND)
 County of HARFORD) ss:

On 27 JAN 97 appeared before me L.J. VANDE KIEFT
DAY MONTH YEAR
 and _____ to me well known, and known to be the
owner and CEO of Faith Farm
(TITLE) (TITLE)
 _____, a corporation of MD, and affixed their names to
(STATE)

the foregoing instrument in my presence, and acknowledged the same to be their and said Corporation's free act and deed.

(SEAL)

Opal G. Wash
 NOTARY PUBLIC

My Commission Expires Jan 1, 2001

ASSIGNMENT (Continued)

PRIME CONTRACTOR AND NUMBER: _____
SUBCONTRACTOR: _____
APPLICATION FOR: APPARATUS FOR PREPARING AND DISSEMINATING NOVEL FIRE EXTINGUISHING AGENTS

INVENTOR(S): Lawrence J. Vande Kieft

SERIAL NO: 08/812,062 FILING DATE: 2/19/97

SIGNATURE OF INVENTOR Lawrence J Vande Kieft
(First Name) (Middle Initial) (Last Name)

ADDRESS: 4258 Federal Hill Road, Street, Harford MD
(Locality) (County) (State)

DATE: 27 January 1997 LAWRENCE J. VANDE KIEFT
(Inventor's typed name)

STATE OF Maryland)
COUNTY OF Harford) ss.

On the above date Lawrence J. Vande Kieft, known to me to be the individual described in and who executed the foregoing instrument, duly appeared before me and acknowledged to me that he executed the same as his own free act and deed.

(SEAL)

Opal J. Hash
Signature of Notary

My commission expires on Jan 1, 2001

SIGNATURE OF INVENTOR _____
(First Name) (Middle Initial) (Last Name)

ADDRESS: _____
(Locality) (County) (State)

DATE: _____
(Inventor's typed name)

STATE OF _____)
COUNTY OF _____) ss.

On the above date _____, known to me to be the individual described in and who executed the foregoing instrument, duly appeared before me and acknowledged to me that he executed the same as his own free act and deed.

(SEAL)

Signature of Notary

My commission expires on _____