FORM PTO-1619A OMB 0651-0027

05-24-1999



101043103

U.S. Department of Commerce **Patent and Trademark Office** PATENT

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

X New

Resubmission (Non-Recordation)

Document ID#

Correction of PTO Error

Reel#

Frame #

Corrective Document

Reel #

Frame #

Conveying Party(ies)

Name (line 1) SUSAN KAYAR

Name (line 2)

Second Party

Name (line 1) MILTON J. AXLEY

Name (line 2)

Conveyance Type

X Assignment

Security Agreement

License

Change of Name

Merger

Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

Departmental File

Secret File

Mark if additional names of conveying parties attached Execution Date

Month Day Year

04221999

Execution Date Month Day

04271999

Receiving Party

Mark if additional names of receiving parties attached Name (line 1) UNITED STATES OF AMERICA AS REPRESENTED BY THE

Name (line 2) SECRETARY OF THE NAVY

CHIEF OF NAVAL RESEARCH (Office of Counsel)

Address (line 2) BALLSTON TOWER ONE, 800 NORTH QUINCY ST

If document to be recorded is an assignment and the receiving party is not domiciled in the United

States, an appointment of a domestic representative is attached. (Designation must be a separate document from

Assignment.)

Address (line 3) ARLINGTON

VA

State/Country

22217-5660 Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

05/21/1999 DNGUYEN 00000354 040814 08852207 FOR OFFICE USE ONLY

01 FC:581

40,00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OME Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

PATENT

REEL: 009960 FRAME: 0900

1

FORM PTO-1619B Expires 06/30/99

Page 2

U.S. Department of Commerce Patent and Trademark Office **PATENT**

Correspondent Name and Address

Area Code and Telephone Number 301-295-6759/60

Name A. D. SPEVACK, ESQ. IP COUNSEL

Address (line 1) NAVAL MEDICAL RESEARCH CENTER

Address (line 2) 8901 WISCONSIN AVE (BLDG 17 ROOM 32)

Address (line 3) BETHESDA, MD 20889-5607

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property),

Patent Application Number(s)

Patent Number(s)

08852207

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month

Year

Day

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT

PCT

PCT

only if a U.S. Application Number PCT has not been assigned.

PCT

PCT

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed

Deposit Account X

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

04-0814

Authorization to charge additional fees:

Yes X

No

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. Charges to deposit account are authorized, as

indicated herein.

A. D. SPEVACK, ESO. Name of Person Signing

Signature

05051999

Date

REEL: 009960 FRAME: 0901

PATENT

ASSIGNMENT OF INVENTION

WHEREAS, I (we) Susan R. Kayar & Milton J. Axley of Gaithersburg & Rockville both in the State of Maryland while employed by the Government of the United States of America, hereinafter referred to as the Government, have invented certain new and useful improvements in ACCELERATED GAS REMOVAL FROM DIVERS' TISSUES UTILIZING GAS METABOLIZING BACTERIA identified as Navy Case No. 78,254 and described in application for Letters Patent of the United States of America executed by me (us) on 5/6/97; having United States Patent Application Serial No. 08/852,207 filed 5/6/97; and

WHEREAS, the Government is desirous of acquiring an assignment of the invention disclosed in said application and other rights and benefits herein granted; and

WHEREAS, the conditions under which the invention was made are such as to entitle the Government under Paragraph 1(a) of Executive Order 10096, to the entire right, title, and interest therein, including foreign rights; and

WHEREAS, as to foreign rights, it is the policy of the Government to obtain an option to exercise such rights;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, I (we) hereby assign and transfer to the United States of America as represented by the Secretary of the Navy the entire right title, and interest in and to said invention within the United States of America its territories and possessions, and the entire right, title, and interest in and to said application and any continuation, division or substitution thereof, and such Letters Patents as may issue therefrom and any reissue or extensions thereof, said invention, application and Letters Patent to be held by the United States of America as represented by the Secretary of the Navy to the end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me (us) had this assignment not been made.

I (we) do hereby also grant unto the Government, the option to take the entire right, title, and interest in the invention and all patent applications or other forms of protection thereon in all countries foreign to the United States of America in which the Government may file, or cause to be filed, applications for Letters Patent or other forms of protection, without payment of any consideration; provided, however, that this grant of an option to take foreign rights in the invention, or applications or other forms of protection thereon, shall have force and effect only as to foreign countries in which an application or other form of protection is filed, or which are designated in a Patent Cooperation Treaty application filed within six months of the filing date of any application for United States Letters Patent covering the invention, or within six months from the declassification of the invention, whichever is later, and that all foreign rights not exercised under the option are left to me (us) subject to a nonexclusive, irrevocable, royalty-free license to the Government in any patent or other form of protection which may issue on said invention in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and or/ in furtherance of the foreign policies of the Government.

I (We) hereby further agree to make, execute, and deliver to the Government, any and all papers, documents, affidavits, statements, or other instruments that may be necessary in the prosecution of the application and of any continuations, division or substitution of the application, or any application for reissue or extension of said Letters Patent, and to assist the Government in every way in protecting the invention as may be requested, provided that any expenses arising through such efforts will be paid by the Government.

IN TESTIMONY WHEREOF, I (we) have set my (our) hand(s) and affixed my (our) seal(s).

SUSAN R. KAYAR

27APR 99 (date)
MILTON J. AXLEY

(signature) SEAL

(signature) SEAL

Standard Assignment , Foreign Rights Option NC 3 78,254

RECORDED: 05/02/1999

PATENT REEL: 009960 FRAME: 0903