

05-28-1999

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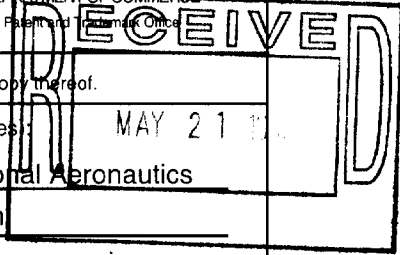


RECORDATION FORM COVER SHEET

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Patent and Trademark Office



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Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) : James Gibson
Additional name(s) of conveying party(ies)? [ ] yes [X] no

2. Name and address of receiving party(ies) : Administrator of the National Aeronautics and Space Administration
Internal Address: Ames Research Center
M/S: 202A-3
Street Address: Attn : Patent Counsel, Mail Stop 202A-3
City: Moffett Field State: CA ZIP 94035-1000
Additional name(s) attached? [ ] yes [X] no

3. Nature of conveyance:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: June 8, 1998

4. Application number(s) : NASA Case Number: ARC-14268-1SB
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application Number(s)
Serial Number: 09/090,812
Filing Date: June 4, 1998
Additional numbers attached? [ ] yes [X] no

B. Patent Number(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kenneth L. Warsh
Internal Address: NASA/Ames Research Center
Attn: Patent Counsel
Street Address: Mail Stop 202A-3
City: Moffett Field State: CA ZIP: 94035-1000

6. Total number of applications and patents involved: 1
7. Total fee (37CFR 3.41) \$ 40.00
Basic Filing Fee is:
[ ] enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 14-0116
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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.
Kenneth L. Warsh
Name of Person Signing Signature Date 18 May 1999

OMB No. 0651-0011 (exp. 4/94)

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## NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

## ASSIGNMENT

TECHNOLOGIES INC

WHEREAS, ~~Recom Software~~; Inc., a small entity, hereinafter referred to as a CONTRACTOR, having its principal place of business at 2412 Professional Drive, Roseville, CA 95661, has NOT elected to retain title under the provisions of 35 U.S.C. §202 to a Subject Invention made in the performance of work under NASA Contract NAS2-14217, between the CONTRACTOR and the Government of the United States of America (the Government), the Subject Invention being identified as:

TITLE: "Automated Traffic Management System and Method"

U.S. Patent Application

Serial No.: 09/090,812

Filed: June 4, 1998

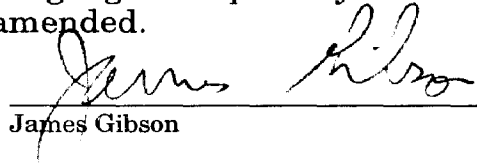
INVENTORS: Brian J. Glass, David L. Iverson, William J. McDermott,  
Ronald J. Reisman, Liljana Spirkovska, and James Gibson

This assignment is applicable to inventor: James Gibson.

The undersigned inventor in recognition of an obligation as employee of the CONTRACTOR to assign inventions to the CONTRACTOR, a small entity, and pursuant to the obligations of the CONTRACTOR to the Government under the above CONTRACT, hereby assigns to the Government of the United States of America as represented by the Administrator of the National Aeronautics and Space Administration (NASA), the full and exclusive right in and to the said Subject Invention within the United States of America, its territories and possessions, and the entire right, title and interest in and to said patent application, and any applications continuing therefrom and such Letters Patent as may issue therefrom. The inventor hereby covenants that he has the right to grant the foregoing assignment and further agrees to the provisions stated below which are applicable to the inventor.

Further, the inventor hereby assigns to the Government, the foreign rights in and to the said invention including rights of priority under the International Convention of Paris (1883), as amended.

Date 6/2/98

  
James Gibson

The inventor and the CONTRACTOR further agree to make, execute and/or deliver to the Government, upon request, but at the expense of the Government, any and all data, drawings, notes, reports, information, papers, documents, affidavits, statements or other items necessary in the prosecution of said application and of any applications continuing therefrom or applications for reissue or reexamination of said Letters Patent, or of any foreign patent or patent application, or any application continuing therefrom, and to assist the Government in every way in protecting said invention as may be requested, provided that any expense arising through such assistance will be paid by the Government.

The CONTRACTOR, having elected not to retain title under the provisions of 35 U.S.C. §202 to the Subject Invention made in the performance of work under the agreement between the CONTRACTOR and NASA, hereby joins in and agrees to the foregoing assignment.

Further, the CONTRACTOR except for the reservation of a license as described below, relinquishes and likewise assigns all right, title and interest in and to such invention and patent application to the Government of the United States of America as represented by the Administrator of NASA. The CONTRACTOR hereby covenants that it has the right to make the foregoing assignment.

#### LICENSE TO THE CONTRACTOR

(1) The CONTRACTOR shall retain a nonexclusive, royalty-free license throughout the world in the Subject Invention to which the Government obtains title. The CONTRACTOR's license extends to its domestic subsidiaries and affiliates, if any, within the structure of which the CONTRACTOR is a part and includes the right to grant sublicenses of the same scope to the extent the CONTRACTOR was legally obligated to do so at the time the grant was awarded. The license is transferable only with the approval of the National Aeronautics and Space Administration except when transferred to the successor of that part of the CONTRACTOR's business to which the invention pertains.

(2) The CONTRACTOR's domestic license may be revoked or modified by the National Aeronautics and Space Administration to the extent necessary to achieve the expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted in accordance with the applicable provisions in the Federal Property Management Regulations and the NASA Licensing Regulations. This license shall not be revoked in that field of use or the geographical areas in which the CONTRACTOR has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Aeronautics and Space Administration to the extent the CONTRACTOR, its licensees or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before Revocation or modification of the license, the National Aeronautics and Space Administration will furnish the CONTRACTOR a written notice of its intention to revoke or modify the license, and the CONTRACTOR shall be

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Signed this 8 day of June, 1998.

SIGNED: 

David Lawrence  
Vice President of Operations  
Recom Software, Inc.