

09-02-1999



NASA Case NO. LAR 15612-1

101134313

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: **WILLIAM H. PROSSER ET AL.**
 Serial No.: **09/333,199** Group No. 3662
 Filed: **JUNE 15, 1999** Examiner:
 For: **SYSTEM FOR MULTIPLEXING ACOUSTIC EMISSION (AE) INSTRUMENTATION**
 Patent: Issued:

*NOTE: Insert name(s) of inventor(s) and title also for patent. Where recordal is with respect to a maintenance fee payment also

Patent Application
Commissioner of Patents and Trademarks
Washington, D.C. 20231

8-30-99

CERTIFICATION UNDER 37 CFR 1.10

I hereby certify that this "Assignment Cover Letter", along with any document referred to, is being deposited with the United States Postal Service on this date _____ in an envelope as "Express Mail Post Office to Addressee" Mailing Label Number _____ addressed to the: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

OR

CERTIFICATION UNDER 37 CFR 1.8

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

8/27/99
Date

LINDA B. B. BLACKBURN

ASSIGNMENT (COVER LETTER)

NAMES OF PARTY(IES) MAKING TRANSFER

- Name 1: WILLIAM H. PROSSER
 Name 2: DANIEL F. PEREY
 Name 3: DIGITAL WAVE CORPORATION
 Name 4: ANALYTICAL SERVICES AND MATERIALS, INC.
 Name 5:

*A second Determination of Title and Assignment is provided to be retained in the U.S. PTO file wrapper as indicated on the document.

IDENTITY OF PARTY(IES) TO WHOM TRANSFER IS MADE

- Transfer is being made to:
 Name: The NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)
 Address: WASHINGTON, DC 20546

INTENTION OF DOCUMENT(S)

- A brief description of what the accompanying document intends to accomplish is that it is an:
 - Assignment
 - License
 - Security interest
 - Other

Date Assignment Executed: JUNE 15, 1999 (2); JUNE 22, 1999 (1); JUNE 23, 1999 (4) and AUGUST 17 1999 (3)

- Execution Date of new Application: JUNE 15, 1999 (2); JUNE 22, 1999 (1)

09/01/1999 DMGUYEN 00000186 140116 09333199
 01 FC:561 40.00 CH

ADDRESS TO WHICH DOCUMENT SHOULD BE RETURNED AFTER RECORDAL

Please return the recorded document:

5. **LINDA B. B. BLACKBURN**
NASA LANGLEY RESEARCH CENTER
MAIL STOP 212
3 LANGLEY BOULEVARD
HAMPTON, VA 23681-0001
6. Total number of applications/patents involved: **1**
7. NOTE: (37 CFR 1.21(h) - "For recording each assignment, agreement or other paper relating to the property in a patent or application per property--\$40.00")
- TOTAL FEE DUE: **\$40.00**

FEE PAYMENT/AUTHORIZATION TO CHARGE DEPOSIT ACCOUNT

8. Fee payment is provided for as follows:
- New Application transmittal (item 13)
 - Per Control Number _____ Notice of Non-Recordable Document (Copy Attached)
 - FWC Transmittal (Item VIII)
 - Transmittal of Filing Under 37 CFR 1.60(b) (Item 11)
 - Attached is a check in the sum of \$
 - Charge Account No. **14-0116** if any additional fee is due.
 - Charge Account No. **14-0116** in the sum of **\$40.00** for each assignment being recorded. A duplicate of this transmittal is attached.
9. Statement and signature:

This transmittal consists of 7 pages of documents.

As Attorney of Record, I hereby declare that the information contained herein is true and correct for the accompanying Assignment or copy of the Assignment, and the copy of the Assignment (if applicable), being transmitted is a true copy of the original document.

Tel. No. (757) 864-3521

NASA Langley Research Center
Mail Stop 212
3 Langley Boulevard
Hampton, VA 23681-2199



LINDA B. B. BLACKBURN
Reg. No. 38,385



ASSIGNMENT AND AGREEMENT

National Aeronautics and Space Administration

Title of Invention: SYSTEM FOR MULTIPLEXING ACOUSTIC EMISSION (AE) INSTRUMENTATION

Inventor(s): WILLIAM H. PROSSER, MICHAEL R. GORMAN, DANIEL F. PEREY, and EDGAR F. SCALES

NASA Case No.: 15612-1 Application No.*: Filing Date*:

WHEREAS, the parties to this Assignment and Agreement are the undersigned inventor(s) and the United States Government (hereafter Government), as represented by the Administrator of the National Aeronautics and Space Administration;

WHEREAS, the making of this Assignment and Agreement is in accordance with 37 CFR Part 501; and

WHEREAS, the undersigned inventor(s) has (have) executed, on the date(s) indicated below, an application for a United States Patent on the above-entitled invention.

NOW THEREFORE, in consideration of employment by the Government, the undersigned hereby:

1. Assign to the Government my (our) full and exclusive right in and to said invention within the United States of America, its territories and possessions, and my (our) entire right, title and interest in and to said application, and any corresponding continuation or divisional application(s), and any patent(s) that may issue therefrom.

2. Agree to grant to the Government my (our) full and exclusive foreign rights in and to said invention, in accordance with 37 CFR 501.9(d), including rights of priority under the International Convention of Paris (1883), as amended. If the Government chooses not to file an application in any foreign country, I (we) may request rights in that country, in accordance with 37 CFR 501.9(d), and such rights will be subject to the reservation to the Government of a nonexclusive, irrevocable, royalty-free license in the invention with power to grant licenses for all governmental purposes. The terms of such reservation will appear, where practicable, in any foreign patent which may issue on such invention.

3. Agree, at the expense of the Government, (a) to execute any document for, (b) to deliver any requested information to, and (c) to cooperate in any manner with the Government in order to allow the Government to protect any interest transferred by this Assignment and Agreement.

* 4. Authorize and request the attorneys of record in the application to insert the application number and filing date above when required.

Signature of Inventor: William H. Prosser Date: 6/22/99 Date Application Executed: 6/22/99
WILLIAM H. PROSSER 20 Ivy Farms Road, Newport News, Virginia 23601 USA

Signature of Inventor: Daniel F. Perey Date: June 15, 1999 Date Application Executed: June 15, 1999
DANIEL F. PEREY 107 Dogwood Drive, Yorktown, Virginia 23693 USA

(Signature of Inventor) (Date) (Date Application Executed)
(Inventor's Typed Name) (Post Office Address - Including Country)



NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

ASSIGNMENT TO THE U.S. GOVERNMENT
LICENSE TO THE CONTRACTOR

WHEREAS, the below named Contractor/grantee (Hereinafter the Contractor), having elected or hereby elects not to retain title under the provisions of 35 U.S.C. 202 to a SUBJECT INVENTION made in the performance of work under a contract/grant (Hereinafter a contract) between the Contractor and the Government of the United States of America (The Government), the contractor, SUBJECT INVENTION and contract being identified as:

Contractor: Digital Wave Corporation Incorporated under the laws of the State of Colorado, whose address is 11234-A East Caley Avenue, Englewood, Colorado 80112.

TITLE: SYSTEM FOR MULTIPLEXING ACOUSTIC EMISSION (AE) INSTRUMENTAITON

INVENTORS:

- (1) **WILLIAM H. PROSSER** Employer: NASA Langley Research Center
- (2) **DANIEL F. PEREY** Employer: NASA Langley Research Center
- (3) **MICHAEL R. GORMAN** Employer: Digital Wave Corporation
- (4) **EDGAR F. SCALES** Employer: Analytical Services and Materials, Inc. (AS&M Inc.)

NASA Case No. LAR 15612-1 Contractor Case No. _____

Contract No. NAS1-20582 Application Executed 8/17/99

Contractor is a (Check one): Small Business College or University Nonprofit Organization

ASSIGNMENT TO THE GOVERNMENT

WHEREAS, the Government as represented by the Administrator of the National Aeronautics and Space Administration (NASA), is desirous of acquiring an assignment of the SUBJECT INVENTION disclosed in said application and other rights and benefits herein granted;

NOW THEREFORE, in consideration of the contract and other benefits attributable to the contractual relationship, the Contractor hereby assigns and transfers to the Government the full and exclusive rights in and to said SUBJECT INVENTION within the United States of America, its territories and possessions, and any applications continuing therefrom and such Letters Patent as may issue therefrom.

The Contractor also grants 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.

The Contractor hereby covenants that it has the right to grant the foregoing assignments.

The Contractor further agrees 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.

LICENSE TO THE CONTRACTOR

FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulation clause 52.227-11 entitled "Patent



Rights", a revocable, nonexclusive, royalty-free license throughout the world in the Subject Invention in each patent application filed in any country on the invention and in any resulting patent in which the Government obtains title. The license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the CONTRACTOR is a part and includes the right to grant sublicenses of the same scope to the Contractor was legally obligated to do so at the time the contract 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. 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 applicable provisions in the and the Patent Licensing Regulations (37 CFR Part 404). This license will 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. 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 allowed thirty days (or such other time as may be authorized by the National Aeronautics and Space Administration for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with the procedures set forth in the applicable Patent Licensing Regulations (37 CFR Part 404) and the Federal Acquisition Regulation (FAR) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

The contractor hereby executes this instrument by its legally authorized representative on this 17th day of August, 1999.

SIGNED: Michael R. Gorman

TITLE: 8/17/99 President
Typed or Printed

TYPED NAME: Michael R. Gorman

Digital Wave Corporation
Contractor or Grantee
(Typed or Printed)

NOTE: This instrument utilized for small entity contractor when the small entity has obtained an assignment of the invention/application from the inventor to the small entity.



NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

ASSIGNMENT TO THE U.S. GOVERNMENT
LICENSE TO THE CONTRACTOR

WHEREAS, the below named Contractor/grantee (Hereinafter the Contractor), having elected or hereby elects not to retain title under the provisions of 35 U.S.C. 202 to a SUBJECT INVENTION made in the performance of work under a contract/grant (Hereinafter a contract) between the Contractor and the Government of the United States of America (The Government), the contractor, SUBJECT INVENTION and contract being identified as:

Contractor: Analytical Services and Materials, Inc. (AS&M, Inc.) Incorporated under the laws of the State of Virginia, whose address is 107 Research Drive, Hampton, Virginia 23666-1340.

TITLE: SYSTEM FOR MULTIPLEXING ACOUSTIC EMISSION (AE) INSTRUMENTATION

INVENTORS:

- (1) William H. Prosser Employer: NASA Langley Research Center
- (2) Daniel F. Perey Employer: NASA Langley Research Center
- (3) Michael R. Gorman Employer: Digital Wave Corporation
- (4) Edgar F. Scales Employer: Analytical Services and Materials, Inc. (AS&M, Inc.)

NASA Case No. LAR 15612-1 Contractor Case No. _____

Contract No. NAS1-20043 Application Executed June 15, 1999

Contractor is a (Check one): Small Business College or University Nonprofit Organization

ASSIGNMENT TO THE GOVERNMENT

WHEREAS, the Government as represented by the Administrator of the National Aeronautics and Space Administration (NASA), is desirous of acquiring an assignment of the SUBJECT INVENTION disclosed in said application and other rights and benefits herein granted;

NOW THEREFORE, in consideration of the contract and other benefits attributable to the contractual relationship, the Contractor hereby assigns and transfers to the Government the full and exclusive rights in and to said SUBJECT INVENTION within the United States of America, its territories and possessions, and any applications continuing therefrom and such Letters Patent as may issue therefrom.

The Contractor also grants 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.

The Contractor hereby covenants that it has the right to grant the foregoing assignments.

The Contractor further agrees 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.

LICENSE TO THE CONTRACTOR

FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulation clause 52.227-11 entitled "Patent

Rights", a revocable, nonexclusive, royalty-free license throughout the world in the Subject Invention in each patent application filed in any country on the invention and in any resulting patent in which the Government obtains title. The license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the CONTRACTOR is a part and includes the right to grant sublicenses of the same scope to the Contractor was legally obligated to do so at the time the contract 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. 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 applicable provisions in the and the Patent Licensing Regulations (37 CFR Part 404). This license will 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. 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 allowed thirty days (or such other time as may be authorized by the National Aeronautics and Space Administration for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with the procedures set forth in the applicable Patent Licensing Regulations (37 CFR Part 404) and the Federal Acquisition Regulation (FAR) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

The contractor hereby executes this instrument by its legally authorized representative on this 23rd day of June, 19 99.

SIGNED: Jalaiah Unnam

TITLE: President
Typed or Printed

TYPED NAME: Jalaiah Unnam

Analytical Services & Materials, Inc.
Contractor or Grantee
(Typed or Printed)

NOTE: This instrument utilized for small entity contractor when the small entity has obtained an assignment of the invention/application from the inventor to the small entity.