

National Aeronautics and
Space Administration

Jet Propulsion Laboratory
NASA Management Office
4800 Oak Grove Drive
Pasadena, CA 91109-8099

09-21-1999



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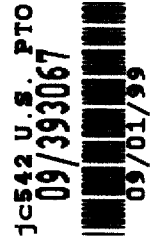


PATENT APPLICATION

Reply to Attn of: **SJ**

Commissioner of Patents and Trademarks
North Tower Building, Suite 10C35
Washington, DC 20231

9.01.99
September 1, 1999



Sir:

Please record the attached original document or copy thereof.

- (1) Conveying party: California Institute of Technology,
1201 East California Blvd., Pasadena, California 91125
- (2) Receiving party: U.S. Government as Represented by the Administrator of
the National Aeronautics and Space Administration
Washington, DC 20546-0001
- (3) Nature of conveyance: Assignment
- (4) Application No.: NPO-20146-1-CU/with New Patent Application
Execution Date: August 27, 1999
- (5) Return recorded document to: John H. Kusmiss
NASA Management Office, M/S 180-801
Jet Propulsion Laboratory, 4800 Oak Grove Drive,
Pasadena, CA 91109
- (6) Total number of applications involved: One
- (7) Total fee (37 CFR 3.41): \$40
- (8) Charge to: Deposit Account No. 14-0116
- (9) 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. The cover sheet consists of ~~one page.~~

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Total number of pages including cover sheet, attachments and documents: Three

Respectfully,

John H. Kusmiss
John H. Kusmiss
Patent Attorney
Registration No. 32,149
(818) 354-7770

Enclosure
Assignment

PATENT

REEL: 010235 FRAME: 0192

09/20/1999 DNGUYEN 00000179 140116 40.00 CH 01 FC:581

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

ASSIGNMENT
(35 USC 202)

WHEREAS, the California Institute of Technology (the Contractor) a corporation organized and existing under the laws of the State of California and having its principal place of business at 1201 East California Boulevard, Pasadena, California 91125, the said corporation having elected not to retain title under the provisions of 35 USC 202 to a Subject Invention made in the performance of work under a contract between the Contractor and the Government of the United States of America (the Government), the Subject Invention and contract being identified as:

Title: APPARATUS FOR DIRECT OPTICAL FIBER
THRU-LENS ILLUMINATION OF MICROSCOPY
OR OBSERVATIONAL OBJECTS

Contractor No. None

Inventor(s): Hiroshi Kadogawa

Application Executed on: August 19, 1999

Contract No.: NAS7-1260

NASA Case No.: NPO-19484-1-CU

WHEREAS, the Government as represented by the Administrator of the National Aeronautics and Space Administration (NASA), is desirous of acquiring an assignment of the 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 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 applications continuing therefrom and such Letters Patent as may issue therefrom.

The Contractor also grants to the Government an assignment of 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, 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 re-examination of said Letters Patent, or of any foreign 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.

Page 1 of 2

FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulations Clause at 52.227-11 Patent Rights, a revocable non-exclusive, 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 acquires title. The license extends to the Contractor's 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 extent 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 the National Aeronautics and Space Administration Patent Licensing Regulations. 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 will be allowed thirty days (or such other time as may be authorized by NASA 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 NASA Patent Licensing Regulations, from any decision concerning the revocation or modification of its license.

The Contractor has executed this instrument by its legally authorized representative on August 27, 1979.

SIGNED: Harry M. Yohalem

NAME: Harry M. Yohalem

TITLE: General Counsel & Asst. Sec.