

03-27-2000



101298721
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

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

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

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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.)

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PATENT

REEL: 010629 FRAME: 0558

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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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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	Day	Year
<input type="text" value="11"/>	<input type="text" value="1"/>	<input type="text" value="1999"/>

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT

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

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes 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.

Name of Person Signing Signature Date

11-29-1999



101210194

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09/13/1999
09/437824
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09 13 1999

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

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Mark if additional names of receiving parties attached

Name (line 1)

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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PATENT
REEL: 010629 FRAME: 0560

ASSIGNMENT AND AGREEMENT

This ASSIGNMENT AND AGREEMENT ("Agreement") is made this 13 th day of September, 1999 between Frederick W. Romberg ("Romberg") and the California Institute of Technology ("Caltech").

WHEREAS, Romberg is an employee at the Jet Propulsion Laboratory ("JPL") and a graduate student at Caltech; and

WHEREAS, Romberg has made, in the course of his activities unrelated to his employment with JPL or his graduate work at Caltech, and at negligible cost to either institution, a certain invention known as the "Bubble Imaging Technology" (the "Invention"); and

WHEREAS, Romberg desires that Caltech prepare and file patent applications, at its expense, in order to protect the Invention, and Caltech has filed an application which is described in:

US Provisional Patent Application entitled:
BUBBLE IMAGING TECHNOLOGY
Filed: November 12, 1998. US Serial No. 60/108,267
CIT No. 2895

WHEREAS, the above listed provisional application and all subsequent nonprovisional, continuation, continuation-in-part, divisional, substitutes, reissues or foreign counterparts of the listed patent application, and any patents issuing from such are collectively hereinafter "Patent Rights."

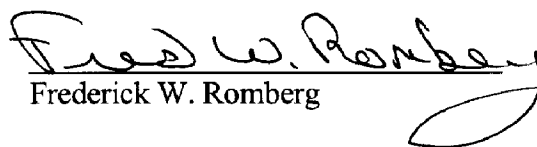
WHEREAS, Caltech is willing to cover costs of preparing and filing for patent protection on the Patent Rights in exchange for acquiring for a specific period of time the entire right, title and interest in the same, subject to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the sum of one dollar (\$1.00) the receipt whereof is hereby acknowledged, and other good and valuable consideration, Romberg, by these presents does assign and transfer unto said California Institute of Technology, the full and exclusive right to the Patent Rights in the United States and throughout the world and the entire right, title, and interest in and to any and all Letters Patent which may be granted therefore in the United States and throughout the world subject to the terms of this Agreement.
2. This Agreement is subject to the following conditions. Caltech agrees to provide Frederick W. Romberg with 60% of any proceeds, fees, monies, royalties or other things of value, net of Caltech's out-of-pocket patent expenses (collectively "proceeds") it may receive from third parties from licenses or other devices or vehicles of any nature based on the development and exploitation of the Patent Rights (collectively "licenses"). After 24 months from the date of this Agreement, the Patent Rights, or any unlicensed portion thereof will automatically revert, in their entirety, to Romberg; provided, however 1) that Caltech, if it has licensed the Patent Rights during the 24-month period, may continue to hold and to receive proceeds from the license up to a maximum limit of \$375,000, after which time the license, right to receive proceeds and any residual rights (collectively "residual rights") will automatically revert to and be assigned to Romberg or 2) if Caltech has not licensed the Patent Rights during the 24-month period, Romberg will pay to Caltech a 20% share of any proceeds, fees, monies, royalties, or other things of value received subsequently by Romberg for the exploitation of the Patent Rights, up to the amount of Caltech's out-of-pocket patent expenses at the expiration of the 24-month period plus an amount up to but not to exceed fifty thousand dollars (\$50,000). After such repayment, Romberg will have no further obligations to Caltech with respect to the Invention or the Patent Rights.

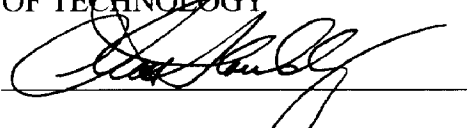
3. Caltech acknowledges that, for purposes of this Agreement, it has a fiduciary relationship with Romberg and a continuing duty to disclose and render full accountings to Romberg upon request concerning all proceeds received under paragraph 2 above. If Caltech does not receive the maximum limit of \$375,000 within 60 months from the date of this Agreement, all residual rights will automatically revert to and be assigned to Romberg. Except as provided for herein, the automatic reversions discussed in paragraphs 2 and 3 will occur without expense to Romberg, but Romberg shall be responsible for the costs of patent prosecution and maintenance of residual rights occurring after such time as the rights revert to Romberg.

4. Under the terms of and subject to this Agreement, Romberg authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to said California Institute of Technology, as the assignee of the entire right, title, and interest in and to the same, for its sole use and for the use of its legal representatives as fully and entirely as the same would have been held by Romberg had this assignment not been made.


Frederick W. Romberg

CALIFORNIA INSTITUTE
OF TECHNOLOGY

By:



CHRISTOPHER T. MOULDING
Its: **ASST. DIRECTOR, TECHNOLOGY TRANSFER**

**FORM FOR CERTIFICATE OF MAILING BY EXPRESS MAIL TO BE
APPENDED TO PATENT AND TRADEMARK PAPERS
AND FEE SUBMISSIONS**

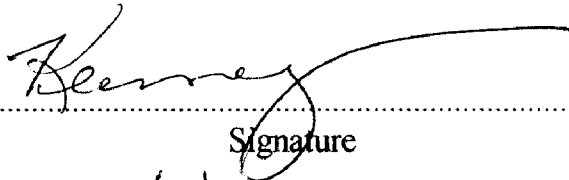
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.....
Kenneth P. McKay, Esq.

.....
Authorized Representative


.....
Signature

3/8/2000

.....
Date of Signature

U.S. Patent and Trademark Office
Assignment Division

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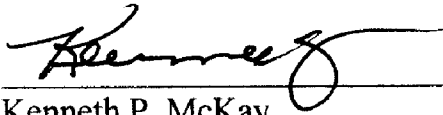
CG-4

1213 Jefferson Davis HWY, suite 320
Washington, D.C. 20231

Sir or Madam:

Please find enclosed a resubmission of assignment cover sheet with the original assignment documents. The address of the receiving party has been entered.

Respectfully submitted,



Kenneth P. McKay
Attorney for Applicant
Registration No. 38,550
Law Offices of K. Patrick McKay, PE, Esq.
3755 Library Road
Pittsburgh, PA 15234-2226
412-344-6113

Date: _____

3/8/2000

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