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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Jerre W. Mohler

Additional name(s) of conveying party(ies) attached?  Yes  No

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3. Nature of conveyance: 2/21/01

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 22, 2001

2. Name and address of receiving party(ies):

Name: United States of America, as represented by the Secretary of the Interior

Internal Address: Branch of Procurement and Patents

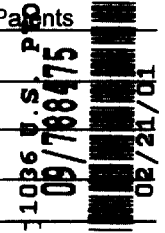
Division of General Law, Office of the Solicitor

Department of the Interior

Street Address: 1849 C Street, N.W., MS: 6531

City: Washington State: D.C. Zip: 20240

Additional name(s) & address(es) attached?  Yes  No



4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: January 22, 2001

A. Patent Application No.(s) \_\_\_\_\_ B. Patent No.(s) 09 288475

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: E. Philip Koltos

Internal Address: Branch of Procurement and Patents

Division of General Law

Office of the Solicitor, Department of the Interior

Street Address: 1849 C Streets, N.W., MS: 6531

City: Washington State: D.C. Zip: 20240

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): ..... \$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 09-0440

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and attached copy is a true copy of the original document.*

E. Philip Koltos 2/21/01  
Name of Person Signing Signature

Total number of pages comprising cover sheet: 1

## ASSIGNMENT

WHEREAS, I, "Jerre W. Mohler," an employee of the United States Department of the Interior, **FISH and WILDLIFE SERVICE**, have invented a new and useful improvement in a "Detecting Device for Fluorescent-Labeled Material," for which I have made application for Letters Patent of the United States of America, executed concurrently herewith ( 01/22/2001 ) and further identified as Department of the Interior Case No. **FWS-3667**, and

WHEREAS, the patent rights in said invention are assignable to the United States pursuant to the provisions of 43 CFR, Part 6, and other applicable laws and regulations, and

WHEREAS, the Government of the United States, as represented by the Secretary of the Interior, is desirous of acquiring the same application and any and all Letters Patent of the United States that may issue thereon;

NOW, THEREFORE, in consideration of these premises, our employment by the said Government of the United States and for other good and valuable consideration, receipt of which is hereby acknowledged, I, Jerre W. Mohler, do hereby sell, assign, and transfer unto the Government of the United States, **as represented by the Secretary of the Interior, 1849 C Street NW, Washington, D.C. 20240**, the full and exclusive right in and for the territory of the United States of America, in and to the invention as

described and claimed in said application, and in and to any Letters Patent that may issue upon said application, or on a division or continuation thereof;

I, Jerre W. Mohler, hereby agree to make, execute, and to deliver unto the Government, any and all papers, documents, affidavits, statements, or other instruments that may be necessary or appropriate in the prosecution of the aforesaid application and of any substitutions, divisions, continuations, continuations-in-part, or reissues of said application, and further agree to assist the Government in every way in protecting the said invention as may be requested, provided that all proper expenses arising through extending such assistance will be paid by the Government.

I, Jerre W. Mohler, further agree to grant and do hereby grant to the Government of the United States an irrevocable, royalty-free, nonexclusive license to practice and cause to be practiced by or for the Government for Government use in foreign countries, any and all inventions disclosed in said application as well as in any Letters Patent in foreign countries, for the full term thereof, which may be based thereon, or correspond thereto, for the manufacture, use and disposition according to law of any article or material, and the use of any method under said invention. The said license shall include the power to issue sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government and/or in furtherance of any obligation entered into by the Government regarding the invention claimed in the said application.

I, Jerre W. Mohler, hereby warrant that I have the right to grant the foregoing

assignment and license.

Executed this 22<sup>nd</sup> day of January, <sup>2001</sup> ~~2000~~ *J. Mohler*  
*01/22/2001*

*Jerre W. Mohler*  
Jerre W. Mohler

In the presence of: *John W. Fletcher*  
John William Fletcher