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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):
Jeffrey Evers and L-4-01
Ronald V. Geleger

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

2. Name and address of receiving party(ies)
Name: The United States of America
as represented by the Administrator
of the National
Aeronautics and Space Administration

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 21, 2001

Street Address: _____
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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: _____
A. Patent Application No.(s) 09/610,351
B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John H. Kusmiss
Internal Address: NASA Management
Office - JPL
Mail Stop 180-801
Street Address: 4800 Oak Grove Dr.
City: Pasadena State: CA Zip: 91109

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

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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.
John H. Kusmiss John H. Kusmiss May 30, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



**Determination of Title and Assignment
in Accordance With 42 U.S.C. 2457**

Patent Application

National Aeronautics and
Space Administration

NPO-30270-1
(NASA Case No.)

WHEREAS, Daniel S. Goldin, Administrator of the National Aeronautics and Space Administration (the Administration) of Washington, District of Columbia, pursuant to the provisions of the National Aeronautics and Space Act of 1958, as amended, Section 305(a)[42 U.S.C. 2457(a)], paragraphs (1) or (2); and, pursuant to the New Technology clause in a contract between the Administration and the Contractor set forth below; and based upon a presumption which is now conclusive, HAS DETERMINED that the invention cited below is a Subject Invention in that the invention was made in the performance of work under a contract between the Administration and the Contractor and pursuant to statutory authority, the Subject Invention has become the exclusive property of the Government of the United States of America.

THEREFORE, the Government by virtue of this DETERMINATION and by operation of law has acquired an ASSIGNMENT of the entire right, title, and interest in and to the Subject Invention and to any patent application(s) and all Letters Patent issuing thereon and other rights and benefits herein granted including the title and/or assignment of the foreign rights in and to the invention including the Rights of Priority under the International Convention of Paris (1883), as amended.

GRANT OF LICENSE TO CONTRACTOR

FURTHER, the Contractor is granted, pursuant to 14 CFR 1245.108, a revocable, nonexclusive, royalty-free license 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 and right is transferable only with the approval of the Administrator 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 Administrator to the extent necessary to achieve the earliest practical application of the invention under an exclusive or partially exclusive license to be granted under the Department of Commerce Patent Licensing Regulations (37 CFR Part 404). This License shall not be revoked in that field of use and/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 Administrator to the extent the Contractor, its licensees, or its domestic affiliates have failed to achieve practical application in that foreign country. Before revocation or modification of the license, the Contractor shall be allowed 30 days (or any other time as may be allowed by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor shall have the right to appeal, under the Department of Commerce Patent Licensing Regulations, any decision concerning the revocation or modification of its license.

Inventor(s)/Assignor(s): Jeffery Evers and Ronald V. Geleger both of Lockheed
Assignee: The United States of America as represented by the Administrator, National Aeronautics and Space Administration.

Title of the Invention: BATTERY CELL BY-PASS CIRCUIT

Brief: Assigns the entire interest pursuant to 42 U.S.C. 2457; Contractor granted a license pursuant to 14 CFR 1245.108.

Contractor and Address: Lockheed Martin Space Systems Company, P.O. Box 179, Denver, CO 80201-0179

Contract No. and Date: Subcontract 96-1152 to NAS7-1260 11/19/1997

Serial No. and Filing Date: 09/610,351 07/05/2000

Date Application Executed By Applicant:

RECORDABLE ASSIGNMENT

NOW THEREFORE, this document, invoking 42 U.S.C. 2457, is tantamount to an ASSIGNMENT of the entire right, title, and interest to the Government of the Subject Invention and as such is recordable as an ASSIGNMENT under 35 U.S.C. 261. Also, as set forth above, the Contractor has been granted a LICENSE to the invention. This instrument is executed by my legal representative pursuant to Delegations of Authority duly filed in the United States Patent and Trademark Office.

5/21/01
Date

[Signature]
John G. Mannix, Associate General Counsel (Intellectual Property)