OMB No. 0651-0011 (exp. 4/94)

d1 FC:581

## **ASSIGNMENT**

WHEREAS, we, Kimberley K. Yates and Robert B. Halley, employees of the United States Department of the Interior, U. S. Geological Survey, have invented a new and useful improvement in a method SUBMERSIBLE SYSTEM FOR ANALYZING UNDERWATER HABITAT QUALITY for which we have made application for Letters Patent of the United States of America, executed concurrently herewith (May 1, 2001) and further identified as Department of the Interior Case No.

**SUR-3655**, 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 repre-sented 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, we, Kimberley K. Yates and Robert B. Halley, do hereby sell, assign, and transfer

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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;

We, **Kimberley K. Yates and Robert B. Halley**, 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.

We, **Kimberley K. Yates and Robert B. Halley**, 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

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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.

We, **Kimberley K. Yates and Robert B. Halley**, hereby warrant that we have the right to grant the foregoing assignment and license.

Executed this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2001.

Kimberley K. Yates

Kimberley K. Yates

Executed this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2001.

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RECORDED: 05/24/2001