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10/118626
04/08/02

Attention: Assignment Division

Please record the attached original documents or copy thereof.

- (1) **Conveying Party(ies):** Alabama A&M University
- (2) **Receiving Party(ies):** National Aeronautics and Space Administration
Washington, D.C. 20546
- (3) **Nature of Conveyance:** Assignment
Execution Date: February 25, 2002
- (4) **Application Number:** NASA Case No.: MFS-31596-1
Application Title: Fabrication of Fiber Optic Grating Apparatus and Method

10/118626

This document is being filed together with a new patent application for letters patent. The execution date of the application is: March 18, 2002 and April 2, 2002 Respectively

- (5) **Name and address of party to whom correspondence concerning document should be mailed:**

National Aeronautics and Space Administration
Attn: LS01/James J. McGroary
Marshall Space Flight Center, AL 35812

- (6) **Total number of applications involved:** 1(One)
- (7) **Total fee (37 CFR 3.41):** \$40.00. Authorized to be charged to deposit account.
- (8) **Deposit account number:** 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. This cover sheet consists of one page.

Respectfully,

James J. McGroary
Registration No. 38,960

(Date)

4/8/02

Enclosure(s): NASA FORM 1639

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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231 on the date of signature below.

Date: 4-8-02

Signature: Lisa R. Hughes

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National
Aeronautics and
Space
Administration

Express Mail ET346304085US **CERTIFICATE OF MAILING**

Patent Application

I hereby certify that this correspondence is being deposited with the United States Postal Service Express Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. on the date of signature below.

Date: 4-8-02 Signature: Lia R. Hughes

Assignment to the Government and License to the Small Entity Contractor

Contractor/Grantee: Alabama A&M University

Incorporated Under the Laws of: Alabama

Address: P.O. Box 411
Normal, AL 35762

WHEREAS the above named Contractor/Grantee (Hereinafter the Contractor), having elected not to retain title, or hereby elects not to retain title, under the provisions of 35 U.S.C. 202 to a SUBJECT INVENTION made in the performance of work under a contract/grant (Hereinafter a contract) between the Contractor and the Government of the United States of America (Hereinafter the Government), the SUBJECT INVENTION and contract being identified as:

Title of Invention: Fabrication of Fiber Optic Grating Apparatus and Method

Inventors:

1. <u>Anup Sharma</u>	Employer <u>Alabama A&M University</u>
2. <u>Ying Wang</u>	Employer <u>Alabama A&M University</u>
3. <u>Joseph Grant</u>	Employer <u>NASA/MSFC</u>
4. _____	Employer _____
5. _____	Employer _____

This assignment is applicable to INVENTORS (Check appropriate),

☒ (1), ☒ (2), ☐ (3), ☐ (4), ☐ (5);

Contract No. NAG8-1614

NASA Case No. MFS-31596-1

Contractor Case No. _____

Application Executed on _____

Application Serial No. _____

Contractor is a (Check one):

- ☐ Small Business
☒ College or University
☐ Nonprofit Organization

Assignment to the Government

WHEREAS, the Government as represented by the Administrator of the National Aeronautics and Space Administration (NASA), is desirous of acquiring an assignment of the SUBJECT INVENTION identified above and disclosed in said application and other rights and benefits herein granted;

Assignment to the Government (continued)

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 right in and to said SUBJECT INVENTION within the United States of America, its territories and possession, and the entire right, title, and interest in and to said patent 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, reports, 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 reexamination 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.

License to the Contractor

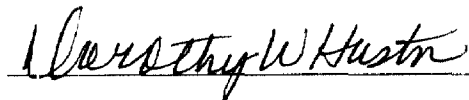
FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulation clause 52.227-11 entitled "Patent Rights - Retention by the Contractor (Short Form)," a revocable, nonexclusive, royalty-free license throughout the world in the SUBJECT INVENTION in each patent application filed in 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 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 the 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 Department of Commerce 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 30 days (or such other time as may be authorized by the National Aeronautics and Space Administration 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 Department of Commerce Patent Licensing Regulations, from any decision concerning the revocation or modification of its license.

The Contractor hereby executes this instrument by its legally authorized representative on

02-25-02

Name Dorothy W. Huston

Signature



Title Vice President Research and Development

(Corporate Office) *g. Bunt*