



07-11-2002

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Form PTO-1595 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 07/02/02  
 Mark W. Hynes  
 Barry C. Miller  
 Mark S. Barrett

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

2. Name and address of receiving party(ies)  
 Name: United States Government As  
Represented By  
 Internal Address: The Secretary Of The  
Army  
 \_\_\_\_\_  
Washington, D.C.  
 \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Execution Date: \_\_\_\_\_

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) 10/122,118  
 B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Commander, U.S. Army Legal  
Services Agency, Attn: JALS-IP  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 901 N. Stuart Street  
Suite 700  
 City: Arlington State: VA Zip: 22203

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-1340  
 (Attach 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 any attached copy is a true copy of the original document.*

Alan P. Klein Alan P. Klein 6/26/02  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 6

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

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07/10/2002 L M U E L L E R 4000166501340 40.00 CH 01 FC-581

PATENT REEL: 013061 FRAME: 0381

# ASSIGNMENT

FROM CONTRACTOR-EMPLOYEE TO CONTRACTOR  
AND  
FROM CONTRACTOR TO GOVERNMENT  
(AMC-R 825-2)

APPLICATION FOR: GPS Tracker/Tactical Radio Enclosure (GTT)

Short Title of Invention

INVENTOR(S): Mark W. Hynes, Barry C. Miller, Mark S. Barrett

\* SERIAL NO: 10/122,118 \* FILING DATE: 04/15/2002 DATE OATH EXECUTED: \_\_\_\_\_

CONTRACTOR: New Mexico Technologies (NEWTEC)

CONTRACT NO: DAAD07-00-C-0226

SUBCONTRACTOR: N/A

\* Data not known at execution time may be added later for better identification.

WHEREAS, under the terms of the above-identified Government contract with the United States Government, the Contractor \*\* agreed, inter alia, to grant to the Government certain rights under inventions and/or discoveries conceived or first actually reduced to practice in the performance of said contract; and

WHEREAS, the above-identified patent application discloses invention(s) within the purview of said rights agreed to be granted by the Contractor to the Government; and

WHEREAS, the Government desires that the assignment rights provided for by said contract in and to said invention(s) be confirmed; and

WHEREAS, under the employment contract, agreement or arrangement, the Contractor-employer is entitled to an assignment in and to certain inventions made by the inventor(s) as part of his (their) duties as employee(s) of the Contractor; and

WHEREAS, the above-identified invention(s) was/were made in the performance of the above-identified contract and under such circumstances as to entitle the Government to an assignment of the entire right, title and interest in and to said invention(s) and any and all applications for Letters Patent thereon and in and to any and all Letters Patent granted on said application, subject only to a nonexclusive royalty free license to Contractor, said license to be non-transferable except to the successor of that part of the Contractor's business to which said license is appurtenant.

NOW, THEREFORE, be it known that for and in consideration of these premises and for other good and sufficient consideration, the receipt of which is hereby acknowledged, I (we), the inventor(s), do sell, assign, and transfer to the Contractor-employer the entire right, title and interest in and to said invention(s) and patent application and in and to all Letters Patent wherever they may be granted thereon, as well as divisions, continuations, reissues, and extensions of said application and Letters Patent, the same to be held and enjoyed by the said Contractor-employer to the full end of the term or terms for which Letters Patent are or may be granted, as fully and entirely as the same would have been held or enjoyed by me (us) had this assignment not been made.

\*\* (The terms "Contract" and "Contractor" shall include subcontract and subcontractor, if applicable, wherever they occur.)

Encl 2

PRIME CONTRACTOR AND NUMBER: New Mexico Technologies (NEWTEC), DAAD07-00-G-0226  
SUBCONTRACTOR: N/A  
APPLICATION FOR: GPS Tracker/Tactical Radio Enclosure (GTT)  
INVENTOR(S): Mark W. Hynes, Barry C. Miller, and Mark S. Barrett  
SERIAL NO: \_\_\_\_\_ FILING DATE: \_\_\_\_\_

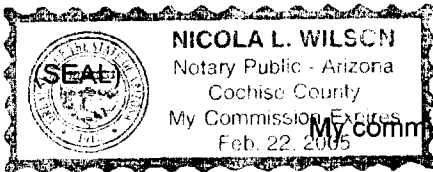
\*\*\*\*\*

SIGNATURE OF INVENTOR Barry C Miller  
(First Name) (Middle Initial) (Last Name)

ADDRESS: 1636 N. San Marcos De Niza Drive, Sierra Vista, Cochise County, Arizona  
(Locality) (County) (State)

DATE: 5 December 2001 Barry C. Miller  
STATE OF Arizona ) (Inventor's typed name)  
COUNTY OF Cochise ) SS.

On the above date Barry C. Miller, known to me to be the individual described in and who executed the foregoing instrument, duly appeared before me and acknowledged to me that he executed the same as his own free act and deed.



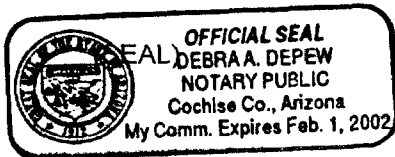
My commission expires on 02.22.05 Nicola L Wilson  
Signature of Notary

SIGNATURE OF INVENTOR Mark S. Barrett  
(First Name) (Middle Initial) (Last Name)

ADDRESS: 4901 S. Laredo Pass, Sierra Vista, Cochise County, Arizona  
(Locality) (County) (State)

DATE: 5 December 2001 Mark S. Barrett  
STATE OF Arizona ) (Inventor's typed name)  
COUNTY OF Cochise ) SS.

On the above date Mark S. Barrett, known to me to be the individual described in and who executed the foregoing instrument, duly appeared before me and acknowledged to me that he executed the same as his own free act and deed.



My commission expires on 1 Feb 02 Debra A DePew  
Signature of Notary

PRIME CONTRACTOR AND NUMBER: New Mexico Technologies (NEWTEC), DAAD07-00-C-0226  
SUBCONTRACTOR: \_\_\_\_\_  
APPLICATION FOR: GPS Tracker/Tactical Radio Enclosure (GTT)  
INVENTOR(S): Mark Hynes, Barry Miller, Mark Barrett  
SERIAL NO: \_\_\_\_\_ FILING DATE: \_\_\_\_\_

**CONTRACTOR'S ASSIGNMENT**

The above-identified Contractor for and in consideration of these premises and for other good and sufficient consideration, the receipt of which is hereby acknowledged, by these presents does sell, assign, and transfer to the United States Government, as represented by the Secretary of the Army and his successors in office:

ONE: The entire right, title and interest throughout the United States, its Territories, Possessions, and Puerto Rico, in and to said invention(s) and patent application and in and to any and all Letters Patent granted thereon, as well as divisions, continuations, reissues, and extensions of said application and Letters Patent, the same to be held and enjoyed by the said Government of the United States, to the full end of the term or terms for which Letters Patent are or may be granted, as fully and entirely as the same would have been held or enjoyed by the Contractor had this assignment not been made, subject only to the license, as above recited, which license extends to Contractor and to existing and future associated and affiliated companies, if any, within the corporate structure of which Contractor is a part, and which license is hereby reserved.

TWO: The entire right, title, and interest in all foreign countries, in and to said invention(s) and in and to all foreign Letters Patent, subject only to the license, as above recited, which license extends to Contractor and to existing and future associated and affiliated companies, if any, within the corporate structure of which Contractor is a part, and which license is hereby reserved.

NOTE: The Contractor may delete this paragraph TWO by crossing it out and initialing in the margin. If paragraph TWO is deleted, the following paragraph then becomes applicable and forms part of this instrument.

Contractor further grants, conveys, and confirms to the Government of the United States, as represented by the Secretary of the Army and his successors in office, in consideration of the premises and other good and sufficient consideration, an irrevocable, nonexclusive, and royalty-free license to practice, and cause to be practiced by and for the Government, in all foreign countries, in the manufacture, use and disposition according to law, any article, material, or method embodied in any and all of the inventions (within the scope of the said certain rights) disclosed in the above-identified patent application, as well as in any and all Letters Patent, for the full term or terms thereof, which may eventuate from or be based thereon, the said license (1) being non-transferable, except that the Government has the right to grant sub-licenses to any foreign government or international organization specifically for use in programs established by International Agreements for research, development, or production of weapons or equipment for mutual defense, and (ii) including the practice of the licensed inventions in the manufacture, use, and disposition of any article or material, in the use of any method, or in the performance of any service acquired by or for the Government or with funds derived through the Military Assistance Program of the Government or otherwise through the Government.

ASSIGNMENT (Continued)

PRIME CONTRACTOR AND NUMBER: New Mexico Technologies (NEWTEC), DAAD07-00-C-0226

SUBCONTRACTOR: \_\_\_\_\_

APPLICATION FOR: GPS Tracker/Tactical Radio Enclosure (GTT)

INVENTOR(S): Mark Hynes, Barry Miller, Mark Barrett

SERIAL NO: \_\_\_\_\_ FILING DATE: \_\_\_\_\_

\*\*\*\*\*

Signed for Contractor on 19 12 '01  
DAY MONTH YEAR

Signature of Officer William A. Smith

At WSMR Dona Ana NM  
LOCALITY COUNTY STATE

WILLIAM A. SMITH  
TYPED NAME

I certify that I am the Secretary of the above-identified Corporation; that the officer who signed this instrument on behalf of the Corporation was then VP & CFO (also performing duties of Corp. Secretary) of the Corporation, acting by authority of its governing body and within the scope of its corporate powers.

Signed on: 19 12 '01  
DAY MONTH YEAR

Signature of Secretary William A. Smith

(Corporate Seal)

WILLIAM A. SMITH  
TYPED NAME

State of NEW MEXICO )

) SS:

County of DONA ANA )

On 19 12 '01 appeared before me William A. Smith  
DAY MONTH YEAR

and \_\_\_\_\_ to me well known, and known to be the  
VP & CFO and Corp. Secretary of NEWTEC  
(TITLE) (TITLE)

\_\_\_\_\_, a corporation of DELAWARE, and affixed his name to  
(STATE)

the foregoing instrument in my presence, and acknowledged the same to be his and said Corporation's free act and deed.

(SEAL)

Judy L. Marr  
NOTARY PUBLIC

My Commission Expires 3/29/01

**ASSIGNMENT OF INVENTION**

For use of this form, see AR 27-60; the proponent agency is OTJAG

Title of Invention: GPS Tracker

Inventor(s) Mark W. Hynes, Barry C. Miller, and Mark S. Barrett

\*Application Serial No.: 10/122,118

\*Date Oath Executed: \_\_\_\_\_ \*Filing Date: 04/15/2002

(\*Data not known at execution may be added for better identification.)

I (We), the undersigned inventor(s), in consideration of the rights of the Government of the United States acquired by virtue of the circumstances under which the above-entitled invention was made, hereby:

1. Assign to the Government of the United States, as represented by the Secretary of the Army, the entire right, title and interest throughout the United States, its Territories, Possessions, and Puerto Rico, in and to the above-entitled invention and application for patent and all Letters Patent issuing thereon, and any continuation, continuation-in-part or division of said application and any reissue or extension of said Letters Patent.

2. Agree to assign to the Government upon its request, title and interest in the invention in those foreign countries in which the Government, within eight months of the filing of the United States application for patent, determines to cause an application to be filed; provided that if the Government determines not to cause an application to be filed in any particular foreign country or fails to make such a determination, within the said eight months, all right, title and interest in the invention in such foreign country shall remain in me (us), subject to a nonexclusive, irrevocable, royalty-free license to the Government in any patent which may issue on the invention in such foreign country, including the power to issue sublicenses for use in behalf of the Government and/or furtherance of the foreign policies of the Government.

3. Agree to provide any further information within my (our) knowledge and to execute any further documents necessary to the prosecution of patent applications on the invention, the prosecution and settlement of interferences and recording of title to patent applications and patents issuing thereon.

Signature of Inventor: Mark W. Hynes  
(First name) (Middle Initial) (Last name)

Duty Address: US Army White Sands Missile Range Fort Huachuca Arizona  
(Locality) (County) (State)

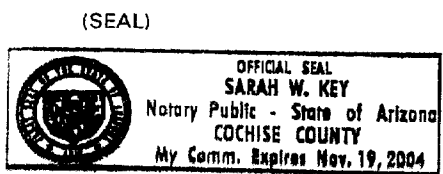
Date: April 1, 2002 Typed Name of Inventor: Mark W. Hynes

\*\*\*\*\*

State of: ARIZONA )  
County of: COCHISE ) SS

On the above date, Mark W. Hynes, known to me to be the individual described in and who executed the foregoing instrument duly appeared before me and acknowledged to me that the same as his own free act and deed.

Sarah W. Key  
(Signature of notary public)



My Commission expires on 11-19-04