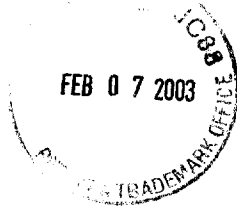


National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Road 1
Houston, Texas 77058-3696



02/07/03

Reply to Attn of:

HA

PATENT APPLICATION
JAN 31 2003

Honorable Commissioner of Patents and Trademarks
North Tower Building, Suite 10C35
Washington, D.C. 20231

03-03-2003



102378371

Please record the attached original document or copy thereof.

- (1) Conveying party(ies): Yow-Min D. Tsao & Wenshan
- (2) Receiving party: U.S. GOVERNMENT AS REPRESENTED BY THE ADMINISTRATOR OF NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, WASHINGTON, D. C. 20546
- (3) Nature of conveyance: Assignment to the Government and License to the Small Entity Contractor
Execution Date: 1/1/2003
- (4) Application Number: MSC-22996-1-SB
Filing Date: 9/25/02
Application S/N: 10/263,284
- (5) Return recorded document to: NASA JOHNSON SPACE CENTER
ATTN: HA/EDWARD K. FEIN
2101 NASA ROAD 1
HOUSTON, TEXAS 77058
- (6) Total number of applications involved: ONE
- (7) Total fee (37 CFR 3.41): \$40.00
- (8) Charge to DEPOSIT ACCOUNT NO. 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.

Total Number of pages including cover sheet: 3

Respectfully,

James M. Cate, Reg. #25,181

Enclosures:

1. NASA FORM 1639 (ASSIGNMENT)
2. ADDITIONAL COPY OF THIS FORM

02/28/2003 6TON11 00000093 140116 10263284

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PATENT
REEL: 013788 FRAME: 0207



National
Aeronautics and
Space
Administration



Patent Application

Assignment to the Government and License to the Small Entity Contractor

Contractor/Grantee: Wyle Laboratories
 Incorporated Under the Laws of: Delaware
 Address: 1290 Hercules Drive, Suite 120, Houston, TX 77058

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: Fluid Bubble Eliminator (FBE)

Inventors:

- | | | |
|---------------------------|----------|----------------------------------|
| 1. <u>Steve R. Gonda</u> | Employer | <u>NASA Johnson Space Center</u> |
| 2. <u>Yow-Min D. Tsao</u> | Employer | <u>Wyle Laboratories</u> |
| 3. <u>Wenshan Lee</u> | Employer | <u>Wyle Laboratories</u> |
| 4. _____ | Employer | _____ |
| 5. _____ | Employer | _____ |

This assignment is applicable to INVENTORS (Check appropriate),

- (1), (2), (3), (4), (5);

Contract No. NAS9-97114

NASA Case No. MSC-22996-1-SB

Contractor Case No. _____

Application Executed on 09/25/2002

Application Serial No. 10/263,284

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

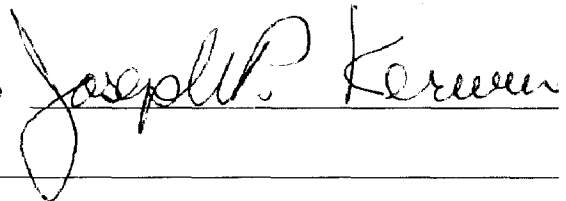
FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulation clause 52.227-11 entitled "Patent Rights - Retention by the Contractor (Short Form)," a revocable, nonexclusive, royalty-free license throughout the world in the SUBJECT INVENTION in each patent application filed in 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 extent 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

January 1, 2003

Name Joseph P. Kerwin, M.D.

Signature



Title Senior Vice President

(Corporate Office)