

9/11/03

09-17-2003

Practitioner's Docket No. LAR-16430-1-NP



PATENT

IN THE UNITED STATES PATENT

102553674

03351

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ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

Attached please find an assignment (document) for recordal.

IDENTIFICATION OF APPLICATION(S) AND/OR PATENT(S)  
FOR ASSIGNMENT (DOCUMENT) RECORDAL  
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))

OFFICE OF PATENT RECORDS  
2003 SEP 11 AM 10:46  
FINANCE SECTION

1. This assignment is for the following patent application and/or issued patent:

a. National application: SN: 10/414,562, filed on April 7, 2003.

TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS  
AND TOTAL FEE

- 2. A. The total number of applications and/or patents identified in this cover sheet is: 1.
- B. The total fee is (37 C.F.R. Section 1.21(h)):

1 x \$40.00 = \$40.00

{00012325:1 }

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10\*

(When using Express Mail, the Express Mail label number is mandatory;  
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

deposited with the United States Postal Service in an envelope addressed to the Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

37 C.F.R. § 1.8(a)

with sufficient postage as first class mail.

37 C.F.R. § 1.10\*

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Date: 9/11/03

Signature

Kelly A. Wright

Kelly A. Wright

(type or print name of person certifying)

\* Only the date of filing (§ 1.6) will be the date used in a patent term adjustment calculation, although the date on any certificate of mailing or transmission under § 1.8 continues to be taken into account in determining timeliness. See § 1.703(f). Consider "Express Mail Post Office to Addressee" (§ 1.10) or facsimile transmission (§ 1.6(d)) for the reply to be accorded the earliest possible filing date for patent term adjustment calculations.

C. Payment of fee is made by:

Authorization is hereby made to charge the amount of \$40.00 to Deposit Account No. 14-0116.

Charge any additional fees required by this paper or credit any overpayment in the manner authorized above.

A duplicate of this paper is attached.

**NAME OF PARTY CONVEYING INTEREST  
(37 C.F.R. § 3.31(a)(1))**

3. The party conveying interest is:

Universities Space Research Association

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST  
(37 C.F.R. § (a)(2))**

4. The rights are being conveyed to:

National Aeronautics and Space Administration  
Washington, DC 20546-0001

**DESCRIPTION OF INTEREST CONVEYED OR  
TRANSACTION RECORDED (37 C.F.R. § 3.31(a)(3))**

5. The accompanying document intends to accomplish an assignment.

**NAME AND ADDRESS OF PARTY TO WHOM  
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Name: Robin W. Edwards  
Address: NASA Langley Research Center  
MS 212  
Hampton, VA 23681-2199  
U.S.  
Telephone No.: 757-864-3230

**DATE ASSIGNMENT (DOCUMENT) EXECUTED  
(37 C.F.R. § 3.31(a)(7))**

7. The attached assignment (document) was executed on July 7, 2003.

**LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED**

8. The attached document is in the English language.

**ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED**

9. Submitted herewith is a true copy of the original document, which I certify to be a true copy.

**STATEMENT (37 C.F.R. § 3.31(a)(9)) AND  
SIGNATURE (37 C.F.R. § 3.31(a)(10))**

10. 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.

Date: 9/11/03

Robin W. Edwards

Robin W. Edwards  
Registration No. 39,179  
NASA Langley Research Center  
MS 212  
Hampton, VA 23681-2199  
U.S.  
757-864-3230  
Customer No. 23351

**TOTAL NUMBER OF PAGES BEING SUBMITTED**

11. The total number of pages being submitted, **including documents** is: **9**.



National  
Aeronautics and  
Space  
Administration

23351

Patent Application

COPY

**Assignment to the Government and License to the Small Entity Contractor**

Contractor/Grantee: Universities Space Research Association

Incorporated Under the Laws of: Washington, D.C.

Address: 10227 Wincopin Circle, Suite 212  
Columbia, MD 21044

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: Polyimides From 2,3,3',4'-Biphenyltetracarboxylic Dianhydride And Aromatic Diamines

Inventors:

- |                                |          |  |
|--------------------------------|----------|--|
| 1. <u>Paul M. Hergenrother</u> | Employer | <u>NASA Langley Research Center</u>            |
| 2. <u>Joseph G. Smith, Jr.</u> | Employer | <u>NASA Langley Research Center</u>            |
| 3. <u>John W. Connell</u>      | Employer | <u>NASA Langley Research Center</u>            |
| 4. <u>Kent A. Watson</u>       | Employer | <u>Universities Space Research Association</u> |
| 5. _____                       | Employer | _____  |

This assignment is applicable to INVENTORS (Check appropriate),

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

Contract No. NAS1-97046

NASA Case No. LAR-16430-1-NP

Application Executed on 04/07/2003

Contractor Case No. \_\_\_\_\_

Application Serial No. 10/414,562

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

July 7<sup>th</sup>, 2003

Name RONALD H. DEACON  
CONTRACTS MANAGER

Signature Ronald H. Deacon

Title \_\_\_\_\_  
(Corporate Office)