

10-15-2003

Form PTO-1595  
(Rev. 10/02)

RE

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

OMB No. 0651-0027 (exp. 6/30/2005)

102574218

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

## 1. Name of conveying party(ies):

Laszlo B. Kish  
Gabor Schmera

10.2.03

## 2. Name and address of receiving party(ies)

Name: Navy Secretary of the United States

Internal Address: Office of Naval Research

31109 U.S. PTO  
10/677684

100203

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

06/09/03 (Kish), 09/30/03 (Schmera)

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

Street Address: Ballston Tower One

800 North Quincy Street

City: Arlington State: VA Zip: 22217-5660

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

## 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: 09/30/03 (Schmera)

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Office of Patent Counsel

Internal Address: SPAWARSYSCEN

CODE 20012

Street Address: 53510 Silvergate Avenue, #103

City: San Diego State: CA Zip: 92152-5765

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0847

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## 9. Signature.

Andrew J. Cameron, Reg. # 50281

Name of Person Signing

Signature

10/02/03

Date

Total number of pages including cover sheet, attachments, and documents: 2

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

10/14/2003 LMUELLER 00000124 500847 10677684

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PATENT  
REEL: 014577 FRAME: 0866

**ASSIGNMENT**

WHEREAS, I, **Gabor Schmera** of San Diego CA, while employed by the Government of the United States, have invented certain new and useful improvements in:

**System and Method of Fluctuation Enhanced Gas-Sensing Using SAW Devices**

identified as Navy Case No. 84126, described in application for Letters Patent of the United States of America executed by me on October 2, 2003; and

WHEREAS, the Government of the United States, represented by the Secretary of the Navy and hereinafter referred to as the Government, is desirous of acquiring an assignment of the invention disclosed in said application and other rights and benefits herein granted; and

WHEREAS, the conditions under which the invention was made are such as to entitle the Government under Paragraph 1(a) of Executive Order 10096, to the entire right, title and interest therein, including foreign rights; and

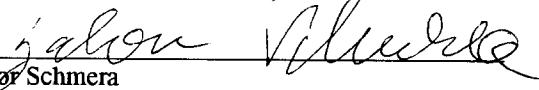
WHEREAS, as to foreign rights, it is the policy of the Government to obtain an option to exercise such rights;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration the receipt of which is hereby acknowledged, I hereby assign and transfer to the Government the entire right, title and interest in and to said invention within the United States of America, its territories and possessions, and the entire right, title and interest in and to said application and any continuation, division or substitution thereof, and such Letters Patent to be held by the Government to the end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment not been made.

I do hereby also grant unto the Government, the option to take the entire right, title and interest in the invention and all patent applications or other forms of protection thereon in all countries foreign to the United States in which the Government may file, or cause to be filed, applications for Letter Patent or other forms of protection, without payment of any consideration; provided, however that this grant of an option to take foreign rights in the invention, or applications or other forms of protection thereon, shall have force and effect only as to such applications filed in foreign countries within eight months of the filing date of any application for United States Letter Patent covering the invention, or within eight months from the declassification of the invention, whichever is later, and that all foreign rights exercised under the option are left to us subject to a nonexclusive, irrevocable, royalty-free license to the Government in any patent or other form of protection which may issue on said invention in any foreign country, including the power to issue sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government.

I hereby further agree to make, execute, and deliver to the Government, any and all papers, documents, affidavits, statements, or other instruments that may be necessary in the prosecution of the application and of any continuation, division or substitution of the application, or any application for reissue or extension of said Letters Patent, and to assist the Government in every way in protecting the invention as may be requested, provided that any expense arising through such efforts will be paid by the Government.

IN TESTIMONY WHEREOF, I have set our hand and affixed our seal.

  
Gabor Schmera

Date 10-2-2003

# ASSIGNMENT

Title:

## FLUCTUATION ENHANCED GAS SENSING BY SURFACE ACOUSTIC WAVE DEVICES

--Inventor (s):

**Laszlo B. Kish**

Employer

**The Texas A&M University System**

Government Agency

**SPAWAR Systems Center, San Diego**

Employer Docket No.

**TAMUS 1935**

Agency Docket No.

**Navy Case No. 84126**

The undersigned Inventor and The Texas A&M University System hereby assign to the United States of America, subject to a nonexclusive and royalty-free license, which is hereby reserved to The Texas A&M System, all right, title and interest in and to the above-referenced invention described in **Navy Case No. 84126**.

In accordance with section 3710c of title 15, United States Code, and DoD Instruction 5535.8, the Government of the United States of America shall pay each year the first \$2,000, and thereafter at least 20 percent, of the royalties or other payments, to the inventor or each co-inventor, if the inventor's or co-inventor's rights are assigned to the United States.

The license reserved to The Texas A&M University System shall extend to all existing and future associated and affiliated components, if any, within the corporate structure of which The Texas A&M University System is a part and shall be assignable to the successor of that part of The Texas A&M University System's business to which such invention pertains.

The Inventor further agrees to assist The Texas A&M University System, and the Government, upon request, by furnishing any available information and documents, and by performing all acts and doing all things which may be reasonably necessary to make this assignment effective.

The Texas A&M University System agrees to furnish to the United States of America, upon request, any available information and documents necessary for the prosecution of the above-identified application for patent (including prosecution and settlement of interferences), and any substitution, division, continuation-in-part, or continuation of such patent application and any application for reissue of any patent resulting from such patent application.

This assignment contains the entire understanding of all parties with respect to the above referenced invention, and supersedes all other written and oral agreements between the parties with respect to the assignment. It may be modified only by written amendment signed by all parties.

This assignment is made in consideration of the preparation and filing of a patent application for the above-referenced invention in the U.S. Patent and Trademark Office by SPAWAR Systems Center, San Diego on behalf of the Government of the United States of America.

*Lazlo B. Kish*

Lazlo B. Kish (INVENTOR) (Signature)

*6/9/2003*

DATE

*T. A. Young*

Terry A Young (The Texas A&M University System) (Signature)

*6/16/03*

DATE