

Express Mailing Certificate No. EU657647898US

National Aeronautics and  
Space Administration

**Lyndon B. Johnson Space Center**  
2101 NASA Road 1  
Houston, Texas 77058-3696



Patent Application

05-20-2004



102749188

Reply to Attn of:

HA

*5-12-04*

MAY 12 2004

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

17548 U.S. PTO  
10/845608



Attention: Assignment Division

Please record the attached original document or copy thereof.

- (1) Conveying party(ies): GRANT SCHAFFNER, JASON R. BENTLEY JAMES A. LOEHR
- (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: DETERMINATION OF TITLE AND ASSIGNMENT  
Executed: 5/5/2004
- (4) Application Number: MSC-23594-1  
Executed: 04/16/2004
- (5) Return recorded document to: NASA JOHNSON SPACE CENTER  
ATTN: HA/EDWARD K. FEIN  
2101 NASA ROAD 1  
HOUSTON, TEXAS 77058 *10845608*
- (6) Total number of applications involved: ONE
- (7) Total fee (37 CFR 3.41): \$40.00
- (8) Charge to DEPOSIT ACCOUNT NO. 14-0116.

A second Determination of Title and Assignment is provided to be retained in the U. S. PTO file wrapper as indicted on the document.

- (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 includes cover sheet: 3

Respectfully,

*Theodore U. Ro*  
Theodore U. Ro, Reg. #52,168

Enclosures:

- 1. 2 COPIES OF NASA FORM 1606 (DETERMINATION OF TITLE AND ASSIGNMENT)

05/19/2004 MBETACHE 00000100 140116 10845608  
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PATENT  
REEL: 015390 FRAME: 0454



National  
Aeronautics and  
Space  
Administration

Patent Application

MSC-23594-1  
(NASA Case No.)

## Determination of Title and Assignment in Accordance With 42 U.S.C. 2457

WHEREAS, Sean O'Keefe, Administrator of the National Aeronautics and Space Administration (the Administration) of Washington, District of Columbia, pursuant to the provisions of the National Aeronautics and Space Act of 1958, as amended, Section 305(a)[42 U.S.C. 2457(a)], paragraphs (1) or (2); and, pursuant to the New Technology clause in a contract between the Administration and the Contractor set forth below; and based upon a presumption which is now conclusive, HAS DETERMINED that the invention cited below is a Subject Invention in that the invention was made in the performance of work under a contract between the Administration and the Contractor and pursuant to statutory authority, the Subject Invention has become the exclusive property of the Government of the United States of America.

THEREFORE, the Government by virtue of this DETERMINATION and by operation of law has acquired an ASSIGNMENT of the entire right, title, and interest in and to the Subject Invention and to any patent application(s) and all Letters Patent issuing thereon and other rights and benefits herein granted including the title and/or assignment of the foreign rights in and to the invention including the Rights of Priority under the International Convention of Paris (1883), as amended.

### GRANT OF LICENSE TO THE CONTRACTOR

FURTHER, the Contractor is granted, pursuant to 14 CFR 1245.106, a revocable, nonexclusive, royalty-free license 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 sublicense of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license and right is transferable only with the approval of the Administrator, except when transferred to the successor of that part of the Contractor's business to which the invention pertains. The Contractor's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve the earliest practical application of the invention under an exclusive or partially exclusive license to be granted under the Department of Commerce Patent Licensing Regulation (37 CFR Part 404). This license shall not be revoked in that field of use and/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 Administrator to the extent the Contractor, its licensees, or its domestic affiliates have failed to achieve practical application in that foreign country. Before revocation or modification of the license, the Contractor shall be allowed 30 days (or any other time as may be allowed by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor shall have the right to appeal, under the Department of Commerce Patent Licensing Regulations, any decision concerning the revocation or modification of its license.

Inventor(s)/Assignors: Grant Schaffner, Jason R. Bentley, James A. Lochr, all employees of Wyle Laboratories together with Daniel P. Gundo an employee of NASA Ames Research Center  
Assignee: The United States of America as represented by the Administrator, National Aeronautics and Space Administration

Title of Invention: Exercise Apparatus

Brief: Assigns the entire interest pursuant to 42 U.S.C. 2457; Contractor granted a license pursuant to 14 CFR 1245.108.

Contractor and Address: Wyle Laboratories, 1290 Hercules Drive, Suite 120, Houston, Texas 77058

Contract No.: NAS9-97005

Contract Date: 01/06/2003

Serial No.:

Filing Date:

Date Application Executed by the Administrator or a person officially acting on behalf of the Administrator:

April 16, 2004

### RECORDABLE ASSIGNMENTS

NOW THEREFORE, this document, invoking 42 U.S.C. 2457, is tantamount to an ASSIGNMENT of the entire right, title, and interest to the Government of the Subject Invention and as such is recordable as an ASSIGNMENT under 35 U.S.C. 261. Also, as set forth above, the Contractor has been granted a LICENSE to the invention. This instrument is executed by my legal representative pursuant to Delegations of Authority duly filed in the United States Patent and Trademark Office.

5-5-04  
Date

Associate General Counsel (Intellectual Property) (Acting)



National  
Aeronautics and  
Space  
Administration

Patent Application

MSC-23594-1

(NASA Case No.)

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Assignee: The United States of America as represented by the Administrator, National Aeronautics and Space Administration

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Brief: Assigns the entire interest pursuant to 42 U.S.C. 2457; Contractor granted a license pursuant to 14 CFR 1245.108.

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Contract No.: NAS9-97005

Contract Date: 01/06/2003

Serial No.:

Filing Date:

Date Application Executed by the Administrator or a person officially acting on behalf of the Administrator: April 16, 2004

### RECORDABLE ASSIGNMENTS

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5-5-04  
Date

Associate General Counsel (Intellectual Property) (Acting)

NASA FORM 1606 DEC 2000 PREVIOUS EDITIONS ARE OBSOLETE.

RECORDED: 05/12/2004

PATENT  
REEL: 015390 FRAME: 0456