

06-06-2005

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-24-05

1. Name of conveying party(ies)

WILLIAM K. GEISSLER
JOHN C. MC EACHEN

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

2. Name and address of receiving party(ies)

Name: The United States of America, represented by:

Internal Address: The Secretary of the Navy, OFFICE OF

NAVAL RESEARCH

Street Address: 875 NORTH RANDOLPH ST. SUITE 1425

CODEE 00CC

City: ARLINGTON,

State: VIRGINIA

Country: USA Zip: 22203-1995

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 3/22/2005 & 5/9/2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: PRESIDENT, NAVAL POSTGRADUATE SCHOOL

Internal Address: OFFICE OF COUNSEL, CODE 00C

Street Address: 1 UNIVERSITY CIRCLE, ROOM 131

City: MONTEREY

State: CALIFORNIA Zip: 93943-5001

Phone Number: (831) 656-3356

Fax Number: (831) 656-3657

Email Address: dlincoln@nps.edu

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1117

Authorized User Name Donald E. Lincoln

9. Signature:

Donald E. Lincoln
Signature

May 29, 2005
Date

DONALD E. LINCOLN
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

06/03/2005 6T0N11 00000102 501117 11138699

01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS, WE (1) WILLIAM K. GEISSLER, of 25 VIKING LANE, STAFFORD, VA 22554 and

(2) JOHN C. MC EACHEN, II, of 24843 OUTLOOK PLACE, CARMEL, CA 93923,

while employed by the Government of the United States, have invented certain new and useful improvements in:

TITLE: COVERT COMMUNICATIONS BY MANIPULATING TCP CHECKSUMS

identified as Navy Case No. 83890 for which an Application for United States Patent was executed on:

May 24, , 2005.

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;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, We 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.

We do hereby also grant unto the Government, the option to take the entire right, title and interest in the invention and all patent application 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 Letters 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 if the Government determines within eight (8) months from the filing date of the U. S. Application for United States Letters Patent that a foreign patent should also be filed covering the invention, or within eight months from the declassification of the invention, whichever is later, and that all foreign rights not 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 sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government.

We 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, We have set our hands and affixed our seals.

William K Geissler

Date: 9 MAY 2005

WILLIAM K. GEISSLER

Date: _____

JOHN C. MC EACHEN, II

ASSIGNMENT

WHEREAS, WE (1) WILLIAM K. GEISSLER, of 25 VIKING LANE, STAFFORD, VA 22554 and

(2) JOHN C. MC EACHEN, II, of 24843 OUTLOOK PLACE, CARMEL, CA 93923,

while employed by the Government of the United States, have invented certain new and useful improvements in:

TITLE: COVERT COMMUNICATIONS BY MANIPULATING TCP CHECKSUMS

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May 24, _____, 2005.

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;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, We 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.


We do hereby also grant unto the Government, the option to take the entire right, title and interest in the invention and all patent application 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 Letters 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 if the Government determines within eight (8) months from the filing date of the U. S. Application for United States Letters Patent that a foreign patent should also be filed covering the invention, or within eight months from the declassification of the invention, whichever is later, and that all foreign rights not 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 sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government.

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IN TESTIMONY WHEREOF, We have set our hands and affixed our seals.

Date: _____

WILLIAM K. GEISSLER

A handwritten signature in black ink, appearing to read "John C. McEachen, II", written over a horizontal line.

JOHN C. MC EACHEN, II

Date: 22 MAR 05