

02-03-2006

S. DEPARTMENT OF COMMERCE
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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.

1. Name of conveying party(ies)

James H. Kirkland

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

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

Execution Date(s) December 14, 2005

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

2. Name and address of receiving party(ies)

Name: USA as represented by the Secretary of the Army

Internal Address: ATTN: SMDC-LC-S

U.S. Army Space and Missile Defense Command

Street Address: P.O. Box 1500

City: Huntsville

State: Alabama

Country: USA Zip: 35807-3801

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

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: U.S. Army Space and Missile Defense Command

Internal Address: ATTN: SMDC-LC-S/Joan Gilsdorf

Street Address: P.O. Box 1500

City: Huntsville

State: Alabama Zip: 35807-3801

Phone Number: 256-955-3213

Fax Number: 256-955-1137

Email Address: joan.gilsdorf@smdc.army.mil

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ 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 501121

Authorized User Name Army Space & Msle Def Cmd

9. Signature:

02/02/2006 DBYRNE 00000100 501121 11340375 Signature

January 26, 2006

Date

01 FC:802 40.00 DA

Christine Joan Gilsdorf
Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017517 FRAME: 0772

ASSIGNMENT OF INVENTION

Title of Invention: Medical Image Processing Methodology for Detection and Discrimination
of Objects in Tissue

Inventor: James H. Kirkland

Employer: U.S. Army Space and Missile Defense Command, Huntsville, Alabama

*Application Serial No.: _____

*Date Declaration Executed: _____

*Filing Date: _____

(*Data not known at execution may be added for better identification)

I, the undersigned, am the inventor, together with Kevin D. Nash, of the aforesaid invention, and in consideration of the rights of the Government of the United States of America acquired by virtue of the circumstances under which the aforesaid invention was made, hereby:

1. Assign to the Government of the United States, as represented by the Secretary of the Army (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest throughout the United States, its Territories, Possessions, and Puerto Rico in and to the aforesaid invention and United States application for patent, including any and all divisional, continuation, continuation-in-part, re-examination, reissue, and comparable applications based on the subject United States application, and any and all Letters Patent or comparable rights issuing thereon in the United States, together with all rights of priority based on the filing of any of the aforesaid applications arising under any and all international agreements to which the United States of America adheres.

2. Agree to assign to ASSIGNEE upon its request, any and all foreign patent applications, including any and all divisional, continuation, continuation-in-part, re-examination, reissue, and comparable applications based on any of the aforesaid foreign patent applications, in all foreign countries, provided that where ASSIGNEE fails to cause application to be filed in any particular foreign country, ASSIGNEE shall relinquish all right, title and interest in the subject invention in such foreign country, subject to a nonexclusive, irrevocable, royalty-free license to the ASSIGNEE in any patent that may issue on the subject invention in such foreign country, including the power to issue sublicenses for use on behalf of the ASSIGNEE and/or furtherance of the foreign policies of the ASSIGNEE.

3. Authorize and request the United States Commissioner of Patents and Trademarks and officials of any international organization and any country or countries foreign to the United States whose duty it is to issue patents or comparable rights on patent applications as aforesaid, to issue all Letters Patent or comparable rights for the subject invention issuing on any application as aforesaid to ASSIGNEE or to the successors, assigns, or legal representatives, if any, of ASSIGNEE.

4. Agree, upon request of ASSIGNEE, to execute any and all lawful papers and make all rightful declarations and oaths as needed for the filing and prosecution of the aforesaid United States and foreign patent applications and granting of Letters Patent or comparable rights

thereon, and further to supply to ASSIGNEE all facts and evidence known to them relating to the subject invention and the history and development thereof, to testify in all interferences, suits, and other legal proceedings, and generally to do everything rightful that ASSIGNEE shall consider desirable for aiding in securing, maintaining, and enforcing proper patent protection for the subject invention and for the perfecting of title thereto in ASSIGNEE.

5. Covenant that I have the lawful right to assign the interest in the subject invention in the manner and form as herein expressed and that the interests herein conveyed are free from prior assignment, grant, mortgage, license, or other encumbrance whatsoever.

Signature of Inventor: James H. KirklandDate: 12/14/05

Typed Name of Inventor: James H. Kirkland

Address of Inventor: 1083 Randles Rd, Grant, AL 35747

State of Alabama)
) ss.:
 County of Madison)

On this 14th day of December, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared James H. Kirkland, known to me to be the person whose name is subscribed to this instrument, who executed this instrument in my presence and acknowledged that he executed the same for the purposes therein contained.

Christella D. Green
 (Signature of Notary Public)

My Commission Expires: 19 April 2006

ASSIGNMENT OF INVENTION

Title of Invention: Medical Image Processing Methodology for Detection and Discrimination
of Objects in Tissue

Inventor: Kevin D. Nash

Employer: U.S. Army Space and Missile Defense Command, Huntsville, Alabama

*Application Serial No.: _____

*Date Declaration Executed: _____ *Filing Date: _____

(*Data not known at execution may be added for better identification)

I, the undersigned, am the inventor, together with James H. Kirkland, of the aforesaid invention, and in consideration of the rights of the Government of the United States of America acquired by virtue of the circumstances under which the aforesaid invention was made, hereby:

1. Assign to the Government of the United States, as represented by the Secretary of the Army (hereinafter referred to as "ASSIGNEE"), the entire right, title, and interest throughout the United States, its Territories, Possessions, and Puerto Rico in and to the aforesaid invention and United States application for patent, including any and all divisional, continuation, continuation-in-part, re-examination, reissue, and comparable applications based on the subject United States application, and any and all Letters Patent or comparable rights issuing thereon in the United States, together with all rights of priority based on the filing of any of the aforesaid applications arising under any and all international agreements to which the United States of America adheres.

2. Agree to assign to ASSIGNEE upon its request, any and all foreign patent applications, including any and all divisional, continuation, continuation-in-part, re-examination, reissue, and comparable applications based on any of the aforesaid foreign patent applications, in all foreign countries, provided that where ASSIGNEE fails to cause application to be filed in any particular foreign country, ASSIGNEE shall relinquish all right, title and interest in the subject invention in such foreign country, subject to a nonexclusive, irrevocable, royalty-free license to the ASSIGNEE in any patent that may issue on the subject invention in such foreign country, including the power to issue sublicenses for use on behalf of the ASSIGNEE and/or furtherance of the foreign policies of the ASSIGNEE.

3. Authorize and request the United States Commissioner of Patents and Trademarks and officials of any international organization and any country or countries foreign to the United States whose duty it is to issue patents or comparable rights on patent applications as aforesaid, to issue all Letters Patent or comparable rights for the subject invention issuing on any application as aforesaid to ASSIGNEE or to the successors, assigns, or legal representatives, if any, of ASSIGNEE.

4. Agree, upon request of ASSIGNEE, to execute any and all lawful papers and make all rightful declarations and oaths as needed for the filing and prosecution of the aforesaid United States and foreign patent applications and granting of Letters Patent or comparable rights

thereon, and further to supply to ASSIGNEE all facts and evidence known to them relating to the subject invention and the history and development thereof, to testify in all interferences, suits, and other legal proceedings, and generally to do everything rightful that ASSIGNEE shall consider desirable for aiding in securing, maintaining, and enforcing proper patent protection for the subject invention and for the perfecting of title thereto in ASSIGNEE.

5. Covenant that I have the lawful right to assign the interest in the subject invention in the manner and form as herein expressed and that the interests herein conveyed are free from prior assignment, grant, mortgage, license, or other encumbrance whatsoever.

Signature of Inventor: Kevin D. Nash
 Typed Name of Inventor: Kevin D. Nash

Date: 14 DEC 2005

Address of Inventor: 100 ROSEHAVEN CIRCLE, MADISON, AL 35756

State of Alabama)
) ss.:
 County of Madison)

On this 14th day of December, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kevin D. Nash, known to me to be the person whose name is subscribed to this instrument, who executed this instrument in my presence and acknowledged that he executed the same for the purposes therein contained.

Christella M. Green
 (Signature of Notary Public)

My Commission Expires: 19 April 2006