

Form PTO-1595 (Rev. 03/05)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Herold L. Hughes  
Bernard J. Mrstik  
Reed K. Lawrence  
Patrick J. McMarr

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

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

Name: The USA as represented by the Secretary of the Navy

Internal Address: Chief of Naval Research

Office of Counsel (ATTN: CODE OOCOP)

Street Address: One Liberty Center

375 North Randolph Street Suite 1425

City: Arlington

State: VA

Country: USA Zip: 22203

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

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

Execution Date(s) 04/11/06

- 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):

This document is being filed together with a new application.

A. Patent Application No. (s)

11/365,951  
NC# 95,955

B. Patent No. (s)

Additional numbers attached?  Yes  No

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

Name: Associate Counsel (PATENTS)

Internal Address: Naval Research Laboratory

(ATTN: CODE 1008.2)

Street Address: 4555 Overlook Avenue, SW

City: Washington

State: DC Zip: 20375

Phone Number: 202/404-1552

Fax Number: 202/404-7380

Email Address: \_\_\_\_\_

#### 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 50-0281

Authorized User Name \_\_\_\_\_

9. Signature: Amy Rensing  
Signature

4-15-2006  
Date

Amy Rensing Reg. 45,814  
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, VA. 22313-1450

CH \$40.00 500281 11365951

Navy Case No. 95,955

## ASSIGNMENT

Page 1 of 1

WHEREAS, I/We, Harold L. Hughes, of West River, MD, and Bernard J. Mrstik, of Alexandria, VA, while employed by the Government of the United States, have invented certain new and useful improvements in "TECHNIQUE TO RADIATION-HARDEN TRENCH REFILL OXIDES", identified as Navy Case No. 95,955 and described in application for Letters Patent of the United States of America executed by us; 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 premises 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 as may issue therefrom and any reissue or extensions thereof, said invention, application and 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/We 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 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 as to such applications for which a decision to file in foreign countries is made within eight months of the filing date of any application for United States Letters Patent 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 me 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.

I/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, I/We have set my hand and affixed my seal

Harold L. Hughes  
Harold L. Hughes

DATE: 4/11/06

Bernard J. Mrstik  
Bernard J. Mrstik

DATE: 4/11/06

**Assignment**

<b>TECHNIQUES TO RADIATION HARDEN TRENCH REFILL OXIDES</b>		
Inventor(s) (Printed)		
Harold L. Hughes Bernard J. Mrstik Reed K. Lawrence Patrick J. McMarr		
Contractor		
SFA, INC		
Contract No.	Government Agency	
NO0173-99-D-2005	NRL	
Contractor Invention Docket No.	Agency Docket No.	
	95,955	
Date Executed	Serial No	Filing Date

The undersigned inventor(s), in recognition of his (their) obligation as employees of the Contractor to assign inventions to the Contractor, and pursuant to the obligation of the Contractor to the Government under the above contract, hereby assigns (assign) to the United States of America, subject to a nonexclusive and royalty-free license which is hereby reserved to the Contractor, all rights, title and interest in and to each invention disclosed and claimed in the above U.S. patent application and any foreign patent application that corresponds thereto.

The license reserved to the Contractor shall extend to all existing and future associated and affiliated companies, if any within the corporate structure of which the Contractor is a part and shall be assignable to the successor of that part of the Contractor's business to which such invention pertains.

The inventor(s) further agrees (agree) to assist the Contractor, 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 agreement effective.

The Contractor joins in and agrees to the foregoing assignment, and except for the above reservation of a license relinquishes and assigns all right, title and interest in and to such invention, and further 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.

\_\_\_\_\_  
 Date 4/11/06

\_\_\_\_\_  
 Date 4/11/06

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Reed K. Lawrence  
 Inventor *Reed K. Lawrence*

\_\_\_\_\_  
 Patrick J. McMarr  
 Inventor *Patrick J. McMarr*

\_\_\_\_\_  
 Inventor

Signed this \_\_\_\_\_ Day of \_\_\_\_\_

Witness:

(Ses)

Contractor

By \_\_\_\_\_

### Assignment

<b>Title</b> TECHNIQUE TO RADIATION HARDEN TRENCH REFILL OXIDES		
Inventor(s) (Name)  Harold L. Hughes  Bernard J. Mrstik  Reed K. Lawrence  Patrick J. McMarr	<b>Contractor</b> SFA, INC	
<b>Contract No.</b> N00173-99-D-2005		<b>Government Agency</b> NRL
<b>Contractor Invention Docket No.</b>		<b>Agency Docket No.</b> 95,955
<b>Date Executed</b>	<b>Serial No</b>	<b>Filing Date</b>

The undersigned inventor(s), in recognition of his (their) obligation as employee(s) of the Contractor to assign inventions to the Contractor, and pursuant to the obligation of the Contractor to the Government under the above contract, hereby assigns (assign) to the United States of America, subject to a nonexclusive and royalty-free license which is hereby reserved to the Contractor, all rights, title and interest in and to each invention disclosed and claimed in the above U.S. patent application and any foreign patent application that corresponds thereto.

The license reserved to the Contractor shall extend to all existing and future associated and affiliated companies, if any within the corporate structure of which the Contractor is a part and shall be assignable to the successor of that part of the Contractor's business to which such invention pertains.

The inventor(s) further agrees (agree) to assist the Contractor, 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 agreement effective.

The Contractor joins in and agrees to the foregoing assignment, and except for the above reservation of a license relinquishes and assigns all right, title and interest in and to such invention, and further 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.

\_\_\_\_\_  
 Date  
 4/11/06  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Date

Reed K. Lawrence  
 \_\_\_\_\_  
 Inventor  
*Patrick J. McMarr*  
 \_\_\_\_\_  
 Patrick J. McMarr  
 \_\_\_\_\_  
 Inventor

\_\_\_\_\_  
 Inventor

Signed This \_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_  
 (Seal)

\_\_\_\_\_  
 Contractor

By \_\_\_\_\_

Navy Case No. 95,955

## ASSIGNMENT

Page 1 of 1

WHEREAS, I/We, Harold L. Hughes, of West River, MD, and Bernard J. Mrstik, of Alexandria, VA, while employed by the Government of the United States, have invented certain new and useful improvements in "TECHNIQUE TO RADIATION-HARDEN TRENCH REFILL OXIDES", identified as Navy Case No. 95,955 and described in application for Letters Patent of the United States of America executed by us; 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

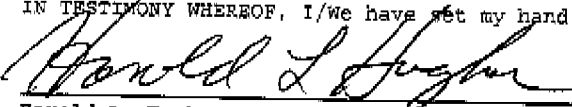
WHEREAS, as to foreign rights, it is the policy of the Government to obtain an option to exercise such rights;

NOW, THEREFORE, in consideration of the premises 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 as may issue therefrom and any reissue or extensions thereof, said invention, application and 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 me had this assignment not been made.

I/We 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 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 as to such applications for which a decision to file in foreign countries is made within eight months of the filing date of any application for United States Letters Patent 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 me 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.

I/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, I/We have set my hand and affixed my seal.

  
Harold L. Hughes

DATE: 4/11/06

\_\_\_\_\_  
Bernard J. Mrstik

DATE: \_\_\_\_\_

PATENT

RECORDED: 05/17/2006

REEL: 017635 FRAME: 0927