

3-29-07

U.S. PTO
11/729595
03/29/2007

04-23-2007



103398698

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

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)

SCOTT RODGERS RANDY SHIMABUKURO
JOANNA PTASINSKI
STEPHEN RUSSELL
MICHAEL LOVERN

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

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

Execution Date(s) 3/22/2007 3/23/2007

- ☒ 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: United States of America as represented by the Secretary

Internal Address: of the Navy

Office of Naval Research

Street Address: One Liberty Center

875 North Randolph Street, Suite 1425

City: Arlington

State: VA

Country: USA Zip: 22203-1450

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)

11/729595

Additional numbers attached? ☐ Yes ☒ No

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

Name: Office of Patent Counsel

Internal Address: SSC SAN DIEGO, CODE 20012

Street Address: 53510 Silvergate Ave., Bldg A2/Rm 103

City: San Diego

State: CA Zip: 92152-5765

Phone Number: 619-553-3001

Fax Number: 619-553-3821

Email Address: allan.lee@navy.mil

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 50-0847

Authorized User Name Allan Y. Lee

9. Signature:

Signature

29-MAR-2007

Date

ALLAN Y. LEE, REG # 43,744

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

NC 98614

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

11/729595
0000043 500847
40.00 DA
04/30/2007 MAR 1
01 1:5021

PATENT
REEL: 019209 FRAME: 0031

ASSIGNMENT

WHEREAS, we, Scott Rodgers, Joanna Ptasinski, Stephen Russell, Michael Lovern, and Randy Shimabukuro of San Diego, CA; San Diego, CA; San Diego, CA; Spring Valley, CA; Kapolei, HI respectively, while employed by the Government of the United States, have invented certain new and useful improvements in:

ELECTRONIC/PHOTONIC BANDGAP DEVICE

identified as Navy Case No. 98614, described in application for Letters Patent of the United States of America executed by me on 22 MARCH, 2007; and
23 March 2007

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, 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 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.

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 hand and affixed our seal.


J. SCOTT RODGERS

Date 23 March 2007


JOANNA N. PTASINSKI

Date March 22, 2007


STEPHEN D. RUSSELL

Date 22 March 2007


MICHAEL G. LOVERN

Date 22 March 2007


RANDY L. SHIMABUKURO

Date _____

Navy Case No. 98614

ASSIGNMENT

WHEREAS, we, Scott Rodgers, Joanna Ptasiński, Stephen Russell, Michael Lovern, and Randy Shimabukuro of San Diego, CA; San Diego, CA; San Diego, CA; Spring Valley, CA; Kapolei, HI respectively, while employed by the Government of the United States, have invented certain new and useful improvements in:

ELECTRONIC/PHOTONIC BANDGAP DEVICE

identified as Navy Case No. 98614, described in application for Letters Patent of the United States of America executed by me on 22 MARCH, 2007; and
23 March 2007

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, 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 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.

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 hand and affixed our seal.

J. SCOTT RODGERS

Date _____

JOANNA N. PTASINSKI

Date _____

STEPHEN D. RUSSELL

Date _____

MICHAEL G. LOVERN

Date _____


RANDY L. SHIMABUKURO

Date 22 MARCH 2007

PATENT

RECORDED: 03/29/2007

REEL: 019209 FRAME: 0033