

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Christina Coon	03/29/2005
RECEIVING PARTY DATA	
Name:	United States of America as Represented by the Administrator of the National Aeronautics and Space Administration
Street Address:	300 E. Street SW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20546
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10977622
CORRESPONDENCE DATA	
Fax Number:	(321)867-1817
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	321-867-7214
Email:	Ginger.L.Arrington@nasa.gov
Correspondent Name:	Randall M. Heald
Address Line 1:	NASA John F. Kennedy Space Center
Address Line 2:	Mail Code CC-A
Address Line 4:	Kennedy Space Center, FLORIDA 32899
ATTORNEY DOCKET NUMBER:	KSC-12637
NAME OF SUBMITTER:	Randall M. Heald

CH \$40.00 10977622

Total Attachments: 3
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National Aeronautics and Space Administration

Patent Application

NASA Case No. KSC-12637

Assignment and Agreement (Small Entity Contractor/Employee)

WHEREAS, the **UNIVERSITY OF CENTRAL FLORIDA**

(The CONTRACTOR/GRANTEE) is a ___ corporation, X unincorporated (check one) existing under the laws of the State of **FLORIDA**, and having its principal place of business (or campus in the case of a college or university) at **12443 RESEARCH PARKWAY, SUITE 207 ORLANDO, FL 32826**;
(address, city, state, zip)

WHEREAS, said CONTRACTOR/GRANTEE having elected NOT to retain the title under the provisions of 35 U.S.C. §202 to a Subject Invention made in the performance of work under a contract/grant between the CONTRACTOR/GRANTEE and the Government of the United States of America (the Government), the Subject Invention being identified as:

TITLE: REMOVAL OF PCB AND OTHER HALOGENATED ORGANIC CONTAMINANTS FOUND IN EX SITU STRUCTURES

INVENTORS:

- 1. **CHRISTINA BERGER** Employer **UNIVERSITY OF CENTRAL FLORIDA**
- 2. **KRISTIN MILUM** Employer **UNIVERISTY OF CENTRAL FLORIDA**
- 3. **LAURA FILIPEK** Employer **UNIVERISTY OF CENTRAL FLORIDA**
- 4. **CHRISTINA COON** Employer **UNIVERSITY OF CENTRAL FLORIDA**
- 5. _____ Employer _____

This assignment is applicable to INVENTORS, (check appropriate)

X (1), X (2), X (3), X (4), _____ (5);

The said CONTRACTOR/GRANTEE being a: _____ small business, X college or university,
_____ other nonprofit organization;

CONTRACT/GRANT NO. **NAG10-0340** PROJECT _____

CONTRACTOR/GRANTEE CASE NO. _____


*APPLICATION EXECUTED ON **10/27/2004** *APPLICATION SERIAL NO. **10/977,622**

***Authorize and request the attorneys of record in the application to insert the application number and filing date above when required.**

The undersigned inventor(s) in recognition of an obligation as employee(s) of the CONTRACTOR/GRANTEE to assign this invention to the CONTRACTOR/GRANTEE, and pursuant to the OBLIGATIONS OF THE CONTRACTOR/GRANTEE to the Government under the above CONTRACT/GRANT, hereby assign(s) to the Government of the United States of America as represented by the Administrator of the National Aeronautics and Space Administration (NASA), the full and exclusive right in and to the said Subject Invention within the United States of America, its territories and possessions, and the entire right, title, and interest in and to said patent application, and any applications continuing therefrom and such Letters Patent as may issue therefrom.

The inventor(s) hereby covenant(s) that he/she (they) has (have) the right to grant the foregoing assignment and further agree(s) to the provisions stated below which are applicable to the inventor(s).

Further, the inventor(s) hereby assign(s) to the Government, the foreign rights in and to the said invention including rights of priority under the International Convention of Paris (1883), as amended.

_____	1. _____
Date	(Signature)
_____	2. _____
Date	(Signature)
_____	3. _____
Date	(Signature)
3-29-05	4. 
Date	(Signature)
_____	5. _____
Date	(Signature)

The inventor(s) and the CONTRACTOR/GRANTEE further agree to make, execute, and/or deliver to the Government, upon request, but at the expense of the Government, any and all data, drawings, notes, reports, information, papers, documents, affidavits, statements or other items necessary in the prosecution of said patent application and of any applications continuing therefrom or applications for reissue or reexamination of said Letters Patent, or of any foreign patent or patent application, or any application continuing therefrom, and to assist the Government in every way in protecting said invention as may be requested, provided that any expense arising through such assistance will be paid by the Government.

The CONTRACTOR/GRANTEE, having elected not to retain title under the provisions of 35 U.S.C. §202 to the Subject Invention made in the performance of work under the agreement between the CONTRACTOR/GRANTEE and NASA, hereby joins in and agrees to the foregoing assignment.

Further, the CONTRACTOR/GRANTEE except for the reservation of a license as described below, relinquishes and likewise assigns all right, title, and interest in and to such invention and patent application to the Government of the United States of America as represented by the Administrator of NASA.

The CONTRACTOR/GRANTEE hereby covenants that it has the right to make the foregoing assignment.

LICENSE TO THE CONTRACTOR/GRANTEE

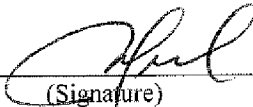
(1) The CONTRACTOR/GRANTEE shall retain a nonexclusive, royalty-free license throughout the world in the Subject Invention to which the Government obtains title. The CONTRACTOR/GRANTEE's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the CONTRACTOR/GRANTEE is a part and includes the right to grant sublicenses of the same scope to the extent the CONTRACTOR/GRANTEE was legally obligated to do so at the time the contract/grant was awarded. The license is transferable only with the approval of the National Aeronautics and Space Administration except when transferred to the successor of that part of the CONTRACTOR/GRANTEE's business to which the inventor pertains.

(2) The CONTRACTOR/GRANTEE's domestic license may be revoked or modified by the National Aeronautics and Space Administration to the extent necessary to achieve the expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted in accordance with the Department of Commerce Patent Licensing Regulations. This license shall not be revoked in that field of use or the geographical areas in which the CONTRACTOR/GRANTEE 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 National Aeronautics and Space Administration to the extent the CONTRACTOR/GRANTEE, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Aeronautics and Space Administration will furnish the CONTRACTOR/GRANTEE a written notice of its intention to revoke or modify the license, and the CONTRACTOR/GRANTEE shall be allowed thirty days (or such other time as may be authorized by the National Aeronautics and Space Administration for good cause shown by the CONTRACTOR/GRANTEE) after the notice to show cause why the license should not be revoked or modified. The CONTRACTOR/GRANTEE has the right to appeal, in accordance with procedures set forth in the Department of Commerce Patent Licensing Regulations, from any decision concerning the revocation or modification of its license.

Signed this 16th day of May, 2005.

SIGNED:  TITLE: Associate V.P. for Research
(Signature) (Typed or Printed)

NAME: Thomas O'Neal, Ph.D. University of Central Florida
(Typed or Printed) Contractor or Grantee