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## 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)

Ronald J. Tonucci

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

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

Execution Date(s) 10/10/06

- ☒ 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: The USA as represented by the Secretary of the Navy

Internal Address: Chief of Naval Research

Office of Counsel (ATTN: CODE OCCCIP)

Street Address: One Liberty Center

875 North Randolph Street Suite 1425

City: Arlington

State: VA

Country: USA Zip: 22203

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)

11/559,535  
NC# 98,501

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)

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### 9. Signature:

Sally Ferrett  
Signature

5/30/2007  
Date

Sally A. Ferrett Reg. #46,325

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to:  
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CH \$40.00 600281 11569636

**ASSIGNMENT BY INVENTOR (UNITED STATES PATENTS)**

**THIS ASSIGNMENT**, made by Ronald J Tonucci (hereinafter referred to as Assignor), residing at 8936 Cottongrass Street, Waldorf, Maryland 20603;

**WHEREAS**, Assignor, while employed by the Government of the United States, has invented certain new and useful improvements in Photoconductive Metamaterials with Tunable Index of Refraction and Frequency, set forth in a Patent application for Letters Patent of the United States, already filed on October 2, 2006 as U.S. Application No. 11/537,886; and

**WHEREAS**, The Government of the United States of America, as represented by the Secretary of the Navy, a Federal Agency (hereinafter referred to as the Government), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**WHEREAS**, by acquiring the Assignor's entire right, title, and interest in and to the invention the Government will be enabled to license the invention and share the income from the licensing with the Assignors as allowed by law;

**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 Assignor's entire right, title, and interest therein, including the 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 sufficient consideration, the receipt of which is hereby acknowledged, Assignor has assigned, transferred and set over, and by these presents does assign, transfer and set over, unto the Government, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States which may be granted therefore and thereon,

and reissues, reexaminations and extensions of said Letters Patent, the same to be held and enjoyed by the Government, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to the Government, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to the Government under law or that have already been transferred to the Government, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with the Government, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to the Government, its successors, legal representatives and assigns, whenever counsel of the Government, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of the Government, its successors, legal representatives and assigns.

AND the Assignor does hereby also grant unto the Government, the option to take the Assignor' 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 and/or any provisional application 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 Assignor 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 .

AND the Assignor 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.

AND Assignor hereby appoints all practitioners at Customer Number 26384, all of US Naval Research Laboratory, 4555 Overlook Ave, SW, Washington, DC 20375, jointly, and each of them severally, my attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, to prosecute this application, to make alterations and amendments therein, and to transact all business in the U. S. Patent and Trademark Office connected therewith.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office any foreign patent office for recordation of this document:

US NAVAL RESEARCH LABORATORY

All practitioners at Customer Number 26384.

Date: 10-10-00 Signature: Ronald J. Tonucci Seal  
Ronald J Tonucci