

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sandia Corporation	06/20/2007
RECEIVING PARTY DATA	
Name:	John P. Peeters
Street Address:	228 Suri Drive
City:	Williamsburg
State/Country:	VIRGINIA
Postal Code:	23185
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6031454
CORRESPONDENCE DATA	
Fax Number:	(248)433-7274
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-433-7578
Email:	RKelly@dickinsonwright.com
Correspondent Name:	DICKINSON WRIGHT, PLLC
Address Line 1:	38525 Woodward Avenue, Suite 2000
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5092
ATTORNEY DOCKET NUMBER:	663550/00999/RLK
NAME OF SUBMITTER:	Robert L. Kelly
Total Attachments: 5 source=663550 00999#page1.tif source=663550 00999#page2.tif source=663550 00999#page3.tif source=663550 00999#page4.tif source=663550 00999#page5.tif	

CH \$40.00 6031454

PATENT

Attorney's Docket No. SD-6049

PATENT

For: U.S. and/or Foreign Rights

For: U.S. Application

For: PCT Application

By: Inventor(s) or Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of fifteen thousand dollars (\$15,000), and for other good and valuable consideration,

ASSIGNOR:

(inventor(s) or person(s) or
entity(ies) who own the invention)

Sandia Corporation

(type or print name(s) of ASSIGNOR(S))

P.O. Box 5800, MS 0161

(Address)

Albuquerque, NM 87185-0161

hereby sells, assigns and transfers to

ASSIGNEE:

John P. Peeters

(type or print name(s) of ASSIGNEE(S))

228 Suri Drive

(Address)

Williamsburg, VA 23185

(Nationality)

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest in U.S. Patent # 6,031,454, subject to the following:

1. Government License and Inspection Rights

The U. S. Government (hereinafter "Government") retains an irrevocable, nonexclusive, nontransferable, paid-up license to practice or have practiced the subject invention throughout the world by or on behalf of the Government (including any Government agency).

2. Conveyance Terms and Conditions - Domestic

Subject to the minimum rights reserved to it in Section (6) below, Assignee agrees to reconvey to the Assignor, upon request, the entire domestic right, title, and interest in the subject invention when it, at any time, no longer desires to retain title in the subject invention.

3. Other Terms and Conditions of Waived Rights

- a) Assignee shall attempt to commercialize the subject invention within five (5) years of the effective date of the election.
- b) Assignee shall, three (3) years after the aforesaid effective date of the waived rights to the invention, and at three (3) -year intervals thereafter, and when specifically requested by Assignor, furnish Assignor a report setting forth:
 - i) The commercial use that is being made, or is intended to be made, of the invention, and
 - ii) the steps taken to bring the invention to the point of practical application or to make the invention available for licensing.
- c) March-In Rights. Assignee agrees with respect to the subject invention in which it has acquired title, the DOE has the right, in accordance with procedures in 35 U.S.C. 203, 48 C.F.R. 27.304-1(g), 37 C.F.R. 401.6 and any supplemental regulations of the DOE, to require Assignee to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances; and if Assignee refuses such a request, the DOE has the right to grant such a license itself if the DOE determines that:
 - i) Such action is necessary because Assignee or its assignee has not taken or is not expected to take, within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
 - ii) such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Assignee, its assignee, or licensees;
 - iii) such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by Assignee, its assignee, or licensees; or
 - iv) such action is necessary because the agreement required by 35 U.S.C. 204 has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

- d) Assignee agrees with respect to the subject invention, the DOE has the right at the end of the five (5) year period in which Assignee has agreed to attempt to commercialize the invention to require it to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, provided such grant does not cause a termination of licensee's right to use the invention; and, if Assignee refuses such request, the DOE has the right to grant such a license itself, if it determines that Assignee has not made a satisfactory demonstration that it or its licensee(s) is actively pursuing such commercialization.
- e) Before requiring licensing under the above paragraph, DOE shall furnish Assignee a written notice of its intentions to require Assignee to grant the stated license, and Assignee shall be allowed thirty (30) days (or such longer period as may be authorized by the Contracting Officer for good cause shown in writing by Assignee) after such notice to show cause why the license should not be required to be granted.

4. Preference for United States Industry.

In the interest of enhancing U.S. competitiveness, Assignee shall, in its licensing of the subject invention, give preference in such a manner as to enhance the accrual of economic and technological benefits to the U.S. domestic economy. Assignee shall consider the following factors in all its licensing decisions:

- a) Whether any resulting design and development will be performed in the U.S. and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the U.S.; or
 - i) whether the proposed licensee has a business unit located in the U.S. and whether significant economic and technical benefits will flow to the U.S. as a result of the license agreement; and, further
 - ii) whether in licensing an entity subject to the control of a foreign company or government, such foreign company and government permit U.S. agencies, organizations, or other persons to enter into cooperative R&D agreements and licensing agreements, and have policies to protect U.S. intellectual property rights.

If Assignee determines that neither of the above two sets of conditions is likely to be fulfilled, Assignee, prior to entering into such an agreement, must obtain the approval of the appropriate Department of Energy contracting officer. The contracting officer shall act on any such request for approval within thirty (30) days.

- b) Furthermore, as provided by 35 U.S.C. 210 and 35 U.S.C. 204, Assignee or any of its licensees shall not grant to any person the exclusive right to use or sell said subject invention in the United States unless such person agrees that any products embodying the subject invention or produced substantially through the use of the subject invention will be manufactured substantially in the United States.

However, the requirement for such an agreement may be waived by DOE upon a showing by the entity or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

5. Terminations

- a) Any right waived to Assignee in connection with the subject invention, or retained by Assignee may, subject to the minimum rights reserved in Section (6) below, be terminated, in whole or in part, at the discretion of the Secretary of Energy, if the request for the obtention or retention of the rights has not disclosed material facts or is found to contain false material statements specifically relied upon in granting the waiver or reaching the agreement for the retention of rights by Assignee.
- b) Any waiver of rights to the subject invention, may be terminated, in whole or in part, at the discretion of the DOE Secretary or his designee, if Assignee fails to comply with the provisions set forth in Sections (3) and (4), herein, and such failure is determined by the Secretary or his designee to be material and detrimental to the interests of the United States and the general public.
- c) Prior to terminating any waived rights under Section (5)(a) or (5)(b) of this document, Assignee will be given written notice by Assignor of the intention to terminate said rights, the extent of such proposed termination, and the reasons therefore, and a period of thirty (30) days, or such longer period as the Secretary or his designee shall determine for good cause shown in writing, shall be set by Assignor for Assignee to show cause why waived rights should not be so terminated.
- d) All terminations of waived rights under Section (5)(a) shall be subject to the rights granted in Section (6) below, and termination shall normally be partial in nature, requiring the Assignee to grant non-exclusive or partially exclusive licenses to responsible applicants upon terms reasonable under the circumstances.

6. Minimum License

In the event that rights, title, and interest in and to the subject invention are reconveyed to the U.S. Government pursuant to Section (2) above, Assignee shall retain an irrevocable, nonexclusive, paid-up license in each patent application filed in any country on the subject invention and in any resulting patent in which the Government acquires title. The license shall extend to the Assignee's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Assignee is a part and shall include the right to grant sublicenses of the same scope to the extent the Assignee was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Assignee's business to which the invention pertains.

It is understood and agreed that this license does not preclude the Government from asserting rights under the provisions of said contract or of any other agreement between the Government and the Assignee, or any other rights of the Government with respect to the above-identified invention.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

APPROVED, ACCEPTED AND AGREED this 20th day of June, 2007.

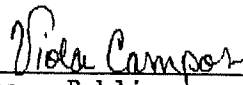
ASSIGNOR



Russell D. Elliott
Chief Patent Counsel
Sandia National Laboratories
Albuquerque, NM 87185-0161

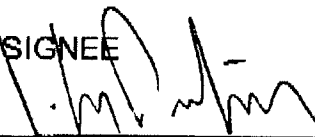
STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)ss:

On the 20th day of June, Russell D. Elliott, personally appeared before me, Notary Public, Viola Campos, who executed the foregoing instrument, and who acknowledged to me that he executed the same.

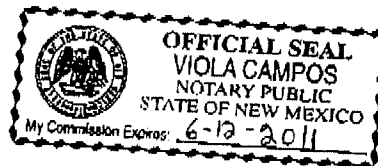


Notary Public

ASSIGNEE

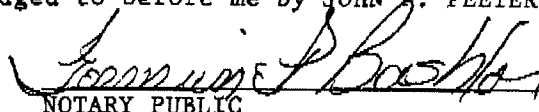


John R. Peeters
228 Suti Drive
Williamsburg, VA 23185



COMMONWEALTH OF VIRGINIA
CITY OF WILLIAMSBURG, to-wit:

The foregoing instrument was acknowledged to before me by JOHN R. PEETERS this 15th day of June, 2007.


NOTARY PUBLIC

My commission expires: 12/31/08

Assignment of Invention
U.S. Patent #6,031,454
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