

Form PTO-1595 (Rev. 07/05)
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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)

The University of Delaware

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

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

Execution Date(s) June 20, 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 Army

Street Address: _____

City: Washington

State: DC

Country: _____ Zip: 20310

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)

6,881,374

Additional numbers attached? ☐ Yes ☒ No

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

Name: Guy M. Miller

Internal Address: AMSRD-ARL-O-CC-IP

Street Address: 2800 Powder Mill Road

City: Adelphi

State: Maryland Zip: 20783-1197

Phone Number: 301-394-3791

Fax Number: 301-394-3752

Email Address: Guy.m.miller@arl.army.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 19-2201

Authorized User Name Guy M. Miller

9. Signature:

Guy M. Miller

Signature

7-15-08

Date

Guy M. Miller, Reg. No. 32,333

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

CH \$40.00 192201 6881374

**ASSIGNMENT TO THE GOVERNMENT
and
LICENSE TO THE SMALL ENTITY CONTRACTOR**

Contractor / Grantee: University of Delaware

Incorporated Under the Laws of: _____

Address: 210 Hullihen Hall

Newark, Delaware 19716-1551

WHEREAS the above named Contractor / Grantee (Hereinafter the Contractor), having elected not to retain title, or hereby elects not to retain title, under the provisions of 35 U.S.C. 202 to a SUBJECT INVENTION made in the performance of work under a contract / grant (Hereinafter the Contract) between the Contractor and the Government of the United States of America (Hereinafter the Government), the SUBJECT INVENTION and contract being identified as:

Title of Invention: Method For Induction Lamination of Electrically Conductive Fiber Reinforced Composite Materials

Inventors:

- | | |
|----------------------------------|--|
| 1. <u>Jack K. Gerhard</u> | Employer <u>ALLIANT TECHSYSTEMS INC.</u> |
| 2. <u>Eric J. Lynam</u> | Employer <u>ALLIANT TECHSYSTEMS INC.</u> |
| 3. <u>Mark R. Shaffer</u> | Employer <u>ALLIANT TECHSYSTEMS INC.</u> |
| 4. <u>Shridhar Yariagadda</u> | Employer <u>UNIVERSITY OF DELAWARE</u> |
| 5. <u>Nicholas B. Shevchenko</u> | Employer <u>UNIVERSITY OF DELAWARE</u> |
| 6. <u>Bruce K. Fink</u> | Employer <u>ARMY RESEARCH LABORATORY</u> |
| 7. <u>Dirk Heider</u> | Employer <u>UNIVERSITY OF DELAWARE</u> |
| 8. <u>John J. Tierney</u> | Employer <u>UNIVERSITY OF DELAWARE</u> |
| 9. <u>John W. Gillespie, Jr.</u> | Employer <u>UNIVERSITY OF DELAWARE</u> |

This assignment is applicable to inventors (*Check appropriate*)

☐ (1), ☐ (2), ☐ (3), ☒ (4), ☒ (5), ☐ (6), ☒ (7), ☒ (8), ☒ (9)

Contract No. DAAE30-99-2-0100 Contractor Case No. _____

Application Serial No. 10/253,032 Patent No.: 6881347

Patent Issued: Apr. 19, 2005

Contractor is a (*Check one*): ☐ Small Business, ☒ College or University

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**PATENT
REEL: 021243 FRAME: 0413**

Assignment to the Government

WHEREAS, the Government as represented by the Secretary of the Army and his successors in office, is desirous of acquiring an assignment of the SUBJECT INVENTION identified above and disclosed in said application and patent and other rights and benefits herein granted;

NOW THEREFORE, in consideration of the Contract and other benefits attributable to the contractual relationship, the Contractor hereby assigns and transfers to the Government the full and exclusive right in and to 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 Contractor also grants to the Government, an assignment of the foreign rights in and to the SUBJECT INVENTION including the rights of priority under the International Convention of Paris (1883), as amended.

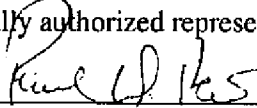
The Contractor hereby covenants that it has the right to grant the foregoing assignments.

License to the Contractor

FUTHER, the Contractor hereby retains, pursuant to 37 CFR 401.14 "Standard patent rights clauses" a revocable, nonexclusive, royalty-free license throughout the world in the SUBJECT INVENTION in each patent application filed in any country on the invention and in any resulting patent in which the Government acquires title. The license extends to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Army except when transferred to the successor of the part of the Contractor's business to which the invention pertains. The Contractor's domestic license may be revoked or modified by the Army 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 Licensing Regulations. This license will not be revoked in that field of use or the geographic areas in which the Contractor 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 Army to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country. Before revocation or modification of the license, the Army will furnish the Contractor with a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Army for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with the procedures set forth in the Department of Commerce Patent Licensing Regulations, from any decision concerning the revocation or modification of its license.

Assignment to the Government (continued)

The Contractor hereby executes this instrument by its legally authorized representative:

Name Richard D. Holsten Signature 
Title Associate Provost for Research Date: June 20, 2007

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