

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:	ASSIGNMENT					
CONVEYING PARTY DATA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>Science and Technology Corporation</td> <td>10/31/2008</td> </tr> </table>		Name	Execution Date	Science and Technology Corporation	10/31/2008	
Name	Execution Date					
Science and Technology Corporation	10/31/2008					
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						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Property Type</td> <td style="width: 70%; text-align: center;">Number</td> </tr> <tr> <td>Application Number:</td> <td>12254134</td> </tr> </table>		Property Type	Number	Application Number:	12254134	
Property Type	Number					
Application Number:	12254134					
CORRESPONDENCE DATA						
<p>Fax Number: (757)864-9190</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 757-864-3226</p> <p>Email: elaine.c.mcmahon@nasa.gov</p> <p>Correspondent Name: NASA Langley Research Center</p> <p>Address Line 1: Office of Chief Counsel</p> <p>Address Line 2: Mail Stop 141</p> <p>Address Line 4: Hampton, VIRGINIA 23681-2199</p>						
ATTORNEY DOCKET NUMBER:	LAR 17405-1					
NAME OF SUBMITTER:	Linda B. Blackburn					
<p>Total Attachments: 2</p> <p>source=L0066204#page1.tif</p> <p>source=L0066204#page2.tif</p>						

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PATENT  
REEL: 021793 FRAME: 0417



National  
Aeronautics and  
Space  
Administration

Patent Application



## Assignment to the Government and License to the Small Entity Contractor

Contractor/Grantee: Science and Technology Corporation

Incorporated Under the Laws of: \_\_\_\_\_

Address: 10 Basil Sawyer Drive  
Hampton, VA 23666

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 a 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: Hybrid BandGap Engineering for Super-Hetero-Epitaxial Semiconductor Materials, and Products Thereof

Inventors:

1. <u>Yeonjoon Park</u>	Employer	<u>Science and Technology Corporation</u>
2. <u>Sang H. Choi</u>	Employer	<u>NASA Langley Research Center</u>
3. <u>Glen C. King</u>	Employer	<u>NASA Langley Research Center</u>
4. <u>James R. Elliott</u>	Employer	<u>NASA Langley Research Center</u>
5. _____	Employer	_____

This assignment is applicable to INVENTORS (Check appropriate),

☒ (1), ☐ (2), ☐ (3), ☐ (4), ☐ (5);

Contract No. NAS1-00135

NASA Case No. LAR-17405-1

Contractor Case No. \_\_\_\_\_

Application Executed on \_\_\_\_\_

Application Serial No. \_\_\_\_\_

Contractor is a (Check one):

- ☒ Small Business  
☐ College or University  
☐ Nonprofit Organization

### Assignment to the Government

WHEREAS, the Government as represented by the Administrator of the National Aeronautics and Space Administration (NASA), is desirous of acquiring an assignment of the SUBJECT INVENTION identified above and disclosed in said application and other rights and benefits herein granted;

### Assignment to the Government (continued)

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 possession, 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 said invention including rights of priority under the International Convention of Paris (1883), as amended.

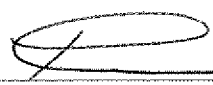
The Contractor hereby covenants that it has the right to grant the foregoing assignments.

The Contractor further agrees 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 application and of any applications continuing therefrom or applications for reissue or reexamination of said Letters Patent, or of any foreign 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.

### License to the Contractor

FURTHER, the Contractor hereby retains, pursuant to the Federal Acquisition Regulation clause 52.227-11 entitled "Patent Rights - Retention by the Contractor (Short Form)," 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 National Aeronautics and Space Administration 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 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 will not be revoked in that field of use or the geographical 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 National Aeronautics and Space Administration 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 National Aeronautics and Space Administration will furnish the Contractor 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 National Aeronautics and Space Administration 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.

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

10/31/08  
Name Rick E. Wood Signature   
Title CFO  
(Corporate Office)