

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	GOVERNMENT INTEREST AGREEMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Joanna N. Ptasinski</td> <td>02/11/2010</td> </tr> <tr> <td>Stephen D. Russell</td> <td>02/11/2010</td> </tr> <tr> <td>J. Scott Rodgers</td> <td>03/01/2010</td> </tr> </tbody> </table>		Name	Execution Date	Joanna N. Ptasinski	02/11/2010	Stephen D. Russell	02/11/2010	J. Scott Rodgers	03/01/2010				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>United States of America as represented by the Secretary of the Navy</td> </tr> <tr> <td>Street Address:</td> <td>One Liberty Center, 875 North Randolph Street, Suite 1425</td> </tr> <tr> <td>Internal Address:</td> <td>Office of Naval Research</td> </tr> <tr> <td>City:</td> <td>Arlington</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>22203-1995</td> </tr> </table>		Name:	United States of America as represented by the Secretary of the Navy	Street Address:	One Liberty Center, 875 North Randolph Street, Suite 1425	Internal Address:	Office of Naval Research	City:	Arlington	State/Country:	VIRGINIA	Postal Code:	22203-1995
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CORRESPONDENCE DATA													
Fax Number: (619)553-3821 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 619-553-3001 Email: sscsd_patents@navy.mil Correspondent Name: Office of Patent Counsel Address Line 1: 53510 Silvergate Ave. Address Line 2: SPAWARSYSCEN SAN DIEGO Code 360012 Address Line 4: San Diego, CALIFORNIA 92152-5765													
ATTORNEY DOCKET NUMBER:	100223												
NAME OF SUBMITTER:	Ryan J. Friedl												
Total Attachments: 2													

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PATENT
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ASSIGNMENT

WHEREAS, we, **Joanna N. Ptasinski, Stephen D. Russell, and J. Scott Rodgers** of San Diego, CA, San Diego, CA, and Arlington, VA while employed by the Government of the United States, have invented certain new and useful improvements in:

OPTICAL POWERED FLEXIBLE PHOTONIC BANDGAP SENSOR DEVICE

identified as Navy Case No. 100223, described in application for Letters Patent of the United States of America executed by us on 2/11, 2010; and

WHEREAS, the Government of the United States, represented by the Secretary of the Navy and hereinafter referred to as the Government, is desirous of acquiring an assignment of the invention disclosed in said application and other rights and benefits herein granted; and

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 entire right, title and interest therein, including foreign rights; and

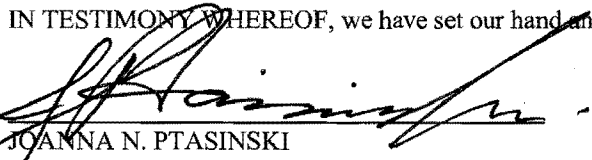
WHEREAS, as to foreign rights, it is the policy of the Government to obtain an option to exercise such rights;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration the receipt of which is hereby acknowledged, we hereby assign and transfer to the Government the entire right, title and interest in and to said invention within the United States of America, its territories and possessions, and the entire right, title and interest in and to said application and any continuation, division or substitution thereof, and such Letters Patent to be held by the Government to the end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment not been made.

We do hereby also grant unto the Government, the option to take the 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 Letter 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 filed in foreign countries within eight months of the filing date of any application for United States Letter Patent 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 us 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 sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government.

We 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.

IN TESTIMONY WHEREOF, we have set our hand and affixed our seal.


JOANNA N. PTASINSKI

Date 11 Feb 2010


STEPHEN D. RUSSELL

Date 2/11/10

J. SCOTT RODGERS

Date _____

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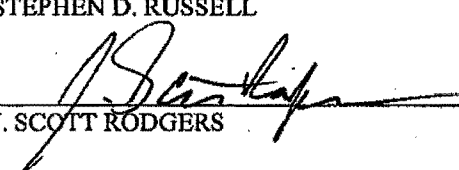
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JOANNA N. PTASINSKI

Date _____

STEPHEN D. RUSSELL

Date _____


J. SCOTT RODGERS

Date 3/1/10

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