

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Igor Vurgaftman	02/03/2011
Jerry R. Meyer	02/03/2011
Chadwick L. Canedy	02/03/2011
William W. Bewley	02/03/2011
James R. Lindle	02/09/2011
Chul-soo Kim	02/03/2011
Mijin Kim	02/03/2011

RECEIVING PARTY DATA

Name:	The Government of the United States of America, as represented by the Secretary of the Navy
Street Address:	4555 Overlook Ave, SW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20375

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13023656

CORRESPONDENCE DATA

Fax Number: (202)404-7380

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: NAVAL RESEARCH LABORATORY ASSOCIATE COUN

Address Line 1: CODE 1008.2

Address Line 2: 4555 OVERLOOK AVENUE, S.W.

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20375-5320

501433025

PATENT
REEL: 025777 FRAME: 0610

CH \$40.00 13023656

ATTORNEY DOCKET NUMBER:	100850-US2
NAME OF SUBMITTER:	Joslyn Barritt
<p>Total Attachments: 8</p> <p>source=100_850_Assignment_(NRL_inventors)#page1.tif</p> <p>source=100_850_Assignment_(NRL_inventors)#page2.tif</p> <p>source=100_850_Assignment_(NRL_inventors)#page3.tif</p> <p>source=100_850_Assignment_(NRL_inventors)#page4.tif</p> <p>source=100_850_Mijin_Kim_Global_Assignment#page1.tif</p> <p>source=100_850_Mijin_Kim_Global_Assignment#page2.tif</p> <p>source=100_850_Mijin_Kim_Global_Assignment#page3.tif</p> <p>source=100_850_Mijin_Kim_Global_Assignment#page4.tif</p>	

ASSIGNMENT BY INVENTORS (UNITED STATES PATENTS)

THIS ASSIGNMENT, made by Igor Vurgaftman; Jerry R. Meyer; Chadwick L. Canedy; William W. Bewley; James R. Lindle; and Chul-soo Kim (hereinafter referred to as Assignors), residing at 2376 Sandy Walk Way, Odenton, Maryland 21113; 121 Oak Drive, Catonsville, Maryland 21228; 910 M St NW #902, Washington, DC 20001; 3509 Gordon Street, Falls Church, Virginia 22041; 2712 Birdseye Lane, Bowie, Maryland 20715; and 6400 Wainfleet Ct., Springfield, Virginia 22152, respectively;

WHEREAS, Assignors, while employed by the Government of the United States, have invented certain new and useful improvements in

Interband Cascade Lasers

set forth in an application for Letters Patent of the United States filed herewith; 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 Assignors' 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 Assignors' 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, Assignors have assigned, transferred and set over, and by these presents do 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 Assignors, had this assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with the Government, its successors, legal representatives and assigns, that Assignors 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 Assignors hereby request 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 Assignors do hereby also grant unto the Government, the option to take the Assignors' 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 Assignors 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 Assignors 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 Assignors hereby appoint 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 Assignors hereby grant 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: 2-3-11 Signature: Igor Simgaltman
Igor Simgaltman

Date: 2-2-11 Signature: Jerry R. Meyer
Jerry R. Meyer

Date: 2-3-11 Signature: Chadwick L. Canedy
Chadwick L. Canedy

Date: 2-3-11 Signature: William W. Bewley
William W. Bewley

Date: 2-9-11 Signature: James R. Lindle
James R. Lindle

Date: 02/03/2011 Signature: Chul-soo Kim
Chul-soo Kim

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Mijin Kim (hereinafter referred to as Assignor), residing at 6400 Wainfleet Ct., Springfield, Virginia 22152;

WHEREAS, Assignor has invented certain new and useful improvements in

Interband Cascade Lasers

set forth in an application for Letters Patent of the United States filed herewith; 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 Assignors' 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, Assignor is obligated as employee of Global Defense Technology & Systems, Inc. (Contractor) to assign inventions to Contractor, and Contractor is obligated to the Government under contract no. N00173-08-C-2088;

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, subject to a nonexclusive and royalty-free license which is hereby reserved to Contractor, 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, and all rights under the International Convention for the Protection of Industrial Property, 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 the license reserved to the Contractor shall extend to all existing and future associated and affiliated companies, if any within the corporate structure of Contractor is a part and shall be assignable to the successor of that part of Contractor's business to which such invention pertains.

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 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.

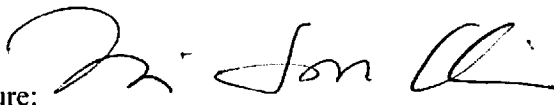
AND Assignor hereby appoints all practitioners at Customer Number 26384, all of US Naval Research Laboratory, 4555 Overlook Ave, SW, Washington, DC 20375, jointly, and each of them severally, my attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, to prosecute 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: 02/03/2011

Signature: 
Mijin Kim

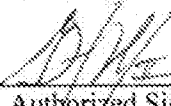
Contractor joins in and agrees to the foregoing assignment, and except for the above reservation of a license, relinquishes and assigns all right, title and interest in and to such invention, and further agrees to furnish to the Government, upon request, any available

information and documents necessary for the prosecution of any patent application (including prosecution and settlement of interferences) on the above-identified invention, and any substitution, division, continuation-in-part, or continuation of such patent application and any application for reissue of any patent resulting from such patent application.

Global Defense Technology & Systems, Inc.

7 FEB 2011

Date


Authorized Signer:

Title: SR CONTRACT ADMINISTRATOR