

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|--|--|---------------|--|---------------------|---------------------------|-------------------|--------------------|-----------------------------------|------------|----------------|----------|--------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Frank A. Leban</td> <td>09/30/2009</td> </tr> <tr> <td>Gordon G. Parker</td> <td>09/28/2009</td> </tr> <tr> <td>Michigan Technological University</td> <td>09/28/2009</td> </tr> </tbody> </table> | | Name | Execution Date | Frank A. Leban | 09/30/2009 | Gordon G. Parker | 09/28/2009 | Michigan Technological University | 09/28/2009 | | | | |
| Name | Execution Date | | | | | | | | | | | | |
| Frank A. Leban | 09/30/2009 | | | | | | | | | | | | |
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| Michigan Technological University | 09/28/2009 | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>The United States of America as represented by the Secretary of the Navy</td> </tr> <tr> <td>Street Address:</td> <td>875 North Randolph Street</td> </tr> <tr> <td>Internal Address:</td> <td>One Liberty Center</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: | The United States of America as represented by the Secretary of the Navy | Street Address: | 875 North Randolph Street | Internal Address: | One Liberty Center | City: | Arlington | State/Country: | VIRGINIA | Postal Code: | 22203-1995 |
| Name: | The United States of America as represented by the Secretary of the Navy | | | | | | | | | | | | |
| Street Address: | 875 North Randolph Street | | | | | | | | | | | | |
| Internal Address: | One Liberty Center | | | | | | | | | | | | |
| City: | Arlington | | | | | | | | | | | | |
| State/Country: | VIRGINIA | | | | | | | | | | | | |
| Postal Code: | 22203-1995 | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12587324</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 12587324 | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | |
| Application Number: | 12587324 | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| <p>Fax Number: (301)227-1968</p> <p>Phone: 301-227-1834</p> <p>Email: stacey.finley@navy.mil</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Howard Kaiser, Code 004</p> <p>Address Line 1: Office of Patent Counsel, NSWCCD</p> <p>Address Line 2: 9500 MacArthur Blvd., Bldg 42, Suite 200</p> <p>Address Line 4: West Bethesda, MARYLAND 20817-5700</p> | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 99,410 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Stacey C. Finley | | | | | | | | | | | | |
| <p>Total Attachments: 2</p> <p>source=99410_Assignment_Recordation#page1.tif</p> <p>source=99410_Assignment_Recordation#page2.tif</p> | | | | | | | | | | | | | |

CH \$40.00 12587324

ASSIGNMENT OF INVENTION

WHEREAS I (we) **Frank A. Leban** of Columbia, Maryland, while employed by the Government of the United States of America, hereinafter referred to as the Government, have made, together with **Gordon G. Parker** of Houghton, Michigan, an invention entitled

COORDINATED CONTROL OF TWO SHIPBOARD CRANES FOR CARGO TRANSFER WITH SHIP MOTION COMPENSATION,

identified as **Navy Case No. 99,410** and described in application for Letters Patent of the United States of America as executed by me (us) on September 30, 2009.

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, the Government desires to obtain the entire right, title and interest in and to the invention disclosed in said application within the United States of America, its territories and possessions and other rights and benefits herein granted; and

WHEREAS, the Government desires an option to obtain the foreign rights in and to the invention;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, I (we) hereby assign and transfer to the United States of America as represented by the Secretary of the Navy 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 as may issue therefrom and any reissue or extensions thereof, said invention, application and Letters Patent to be held by the United States of America as represented by the Secretary of the Navy 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 me (us) had this assignment not been made.

I (We) do hereby also grant to the Government, the option to take the entire right, title, and interest in and to the invention and all patent applications, patents and other forms of protection thereon in countries foreign to the United States of America within eight months of the filing date of any application for United States Letters Patent covering the invention; such option to be exercised by a written notification to me (us) within such eight months identifying the specific foreign countries in which the Government will file or cause to be filed an application for patent or other form of protection on the invention; and that the rights in the foreign countries not exercised under the option are left to me (us) subject to a nonexclusive, irrevocable, royalty-free license to the Government in any patent or other form of protection which may issue on the 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.

I (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 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, I (we) have set my (our) hand(s) and affixed my (our) seal(s).

X 30 SEP 2009
Date

X  Seal
FRANK A. LEBAN

**ASSIGNMENT
(Contractor Invention)**

| | | | |
|--|--|--|--|
| TITLE Coordinated Control of Two Shipboard Cranes for Cargo Transfer with Ship Motion Comp | | | |
| INVENTOR(S) (Names) Frank A. Leban Gordon G. Parker | | CONTRACTOR Michigan Technological University | |
| | | CONTRACT NO. | GOVERNMENT AGENCY Department of the Navy |
| | | CONTRACTOR INVENTION DOCKET NO. | AGENCY DOCKET NO. 99,410 |
| | | DATE EXECUTED | SERIAL NO. |

The undersigned inventor(s), pursuant to the obligation of employee(s) of the Contractor to assign inventions to the Contractor, and pursuant to the obligations of the Contractor to the Government under the above contract, hereby assigns (assign) to the United States of America as represented by the Secretary of the Navy, subject to a revocable, nonexclusive, royalty-free license which is hereby reserved to the Contractor, all right, title and interest in and to each invention disclosed and claimed in the above U.S. patent application.

The license reserved to the Contractor extends to all 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 transferrable only with the approval of the Navy except when transferred to the successor of that part of the Contractor's business to which such invention pertains.

The inventor(s) further agrees (agree) to assist the Contractor, and the Government, upon request, by furnishing any available information and documents, and by performing all acts and doing all things which may be reasonably necessary to obtain a patent on the invention(s).

The 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(s), and further agrees to furnish to the United States of America, upon request, any available information and documents necessary for the prosecution of the above-identified application for patent (including prosecution and settlement of interferences), and any other patent application on the invention(s).

9/28/2009
DATE

Gordon G. Parker (Seal)
Gordon G. Parker INVENTOR

DATE

INVENTOR (Seal)

DATE

INVENTOR (Seal)

DATE

INVENTOR (Seal)

SIGNED THIS 28th DAY OF

September 2009 RR 4/16/12

ATTEST:

DDR
Michigan Technological University
1400 Townsend Drive
Houghton, Michigan 49931

(SEAL)

BY David Reed
Vice President for Research

NAVOCHR 5870/43 (7-89)