### 502092510 10/12/2012

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
John D. Sethian	10/04/2012
Matthew Myers	10/04/2012
Mathew Wolford	10/04/2012
Frank Hegeler	10/04/2012

### **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:	13645556

## **CORRESPONDENCE DATA**

Fax Number: 2024047380

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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

ATTORNEY DOCKET NUMBER: 101521-US2

NAME OF SUBMITTER: Joslyn Barritt

PATENT

REEL: 029118 FRAME: 0428

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# Total Attachments: 8

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ASSIGNMENT BY INVENTORS (UNITED STATES PATENTS)

THIS ASSIGNMENT, made by John D. Sethian; Matthew Myers; and Mathew

Wolford (hereinafter referred to as Assignors), residing at 5245 Dunleigh Drive, Burke,

Virginia 22015; 4005 Howard Road, Beltsville, Maryland 20705; and 4863 Tobacco Way,

Woodbridge, Virginia 22193, respectively;

WHEREAS, Assignors, while employed by the Government of the United States,

have invented certain new and useful improvements in

**Catalyst-Free Removal of NO<sub>x</sub> from Combustion Exhausts** 

**Using Intense Pulsed Electron Beams** 

set forth in a Patent application for Letters Patent of the United States filed on

October 5, 2012 as United States Patent Application No. 13/645,556; 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 therefor 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

Navy Case No. 101521-US2

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 therefor 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 in the U.S. or any foreign country, 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.

Attorney Docket No. 101521-US2

Page 2 of 4

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, our 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.

Attorney Docket No. 101521-US2

Page 3 of 4

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 for recordation of this document:

# US NAVAL RESEARCH LABORATORY

All practitioners at Customer N	umber 26384.
Date: (0/4/2012	Signature:
	John D. Sethian
Date: [0] 4 12	Signature: WATE-WA
· ·	Matthew Myers
Date: 18/4/12	Signature: Nutth Moful.  Mathew Wolford

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Frank Hegeler (hereinafter referred to as

Assignor), residing at 9725 Cheriton Court, Vienna, Virginia 22181;

WHEREAS, Assignor, has invented certain new and useful improvements in

Catalyst-Free Removal of NO<sub>x</sub> from Combustion Exhausts

**Using Intense Pulsed Electron Beams** 

set forth in a Patent application for Letters Patent of the United States filed on

October 5, 2012 as United States Patent Application No. 13/645,556; 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 therefor and thereon and in and to any foreign patents to be

obtained therefor 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 Commonwealth Technology,

Inc. (Contractor) to assign inventions to Contractor, and Contractor is obligated to the

Government under contract no. N00173-05-C-6004;

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

Navy Case No. 101521-US2

Page 1 of 4

any and all Letters Patent in the United States and in all other Patent Cooperation Treaty

member states which may be granted therefor 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 in the U.S. or any foreign country, 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,

Navy Case No. 101521-US2

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 agrees 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 in all other Patent Cooperation Treaty member states which may be granted

therefor 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.

**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 and any foreign patent office

for recordation of this document:

US NAVAL RESEARCH LABORATORY

All practitioners at Customer Number 26384.

Navy Case No. 101521-US2

Page 3 of 4

Date: 10 - 04-2012

Signature:

Witness

Signature:

Date: 10/4/2012

Signature: /

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.

Commonwealth Technology, Inc.

Authorized Signer:

Navy Case No. 101521-US2 Page 4 of 4

**RECORDED: 10/12/2012**