

PATENT ASSIGNMENT

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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>Joseph S. Broz</td> <td>08/28/2012</td> </tr> <tr> <td>Stephen W. Surko</td> <td>08/28/2012</td> </tr> </tbody> </table>		Name	Execution Date	Joseph S. Broz	08/28/2012	Stephen W. Surko	08/28/2012						
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<table border="1"> <tr> <td>Name:</td> <td>Wine Scanner Inc.</td> </tr> <tr> <td>Street Address:</td> <td>3621 Route 94</td> </tr> <tr> <td>Internal Address:</td> <td>2nd Floor</td> </tr> <tr> <td>City:</td> <td>Hamburg</td> </tr> <tr> <td>State/Country:</td> <td>NEW JERSEY</td> </tr> <tr> <td>Postal Code:</td> <td>07419</td> </tr> </table>		Name:	Wine Scanner Inc.	Street Address:	3621 Route 94	Internal Address:	2nd Floor	City:	Hamburg	State/Country:	NEW JERSEY	Postal Code:	07419
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CORRESPONDENCE DATA													
Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Email: slhamilton@bakerlaw.com Correspondent Name: Baker & Hostetler LLP Address Line 1: 1050 Connecticut Ave, NW Address Line 2: Washington Square, Suite 1100 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036													
ATTORNEY DOCKET NUMBER:	91561.21500												
NAME OF SUBMITTER:	Michael D. Graham												
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**ASSIGNMENT AND INVENTORSHIP AGREEMENT
PERTAINING TO US PATENT APPLICATIONS
SERIAL NO. 13/306,291 AND SERIAL NO. 13/224,667**

This Assignment and Inventorship Agreement (the "Agreement") is entered into on this 28th day of August, 2012 (the "Effective Date"), between Wine Scanner, Inc. ("WSI") and the United States Department of Homeland Security ("DHS").

WHEREAS, WSI and DHS entered into contract No. HSHQDC-08-C-00180 (the '180 contract) wherein WSI provided support for DHS's Homeland Innovative Prototypical Solution (HIPS) program, including the development of advanced NMR Bottled Liquid Scanners, and DHS provided funding, management, oversight and intellectual contributions towards the research and development;

WHEREAS, Joseph S. Broz ("Dr. Broz") was the principal investigator for the work done under the '180 contract;

WHEREAS, Stephen W. Surko ("Mr. Surko") is employed by the DHS Science and Technology Directorate as a Program Manager, and served as the Contracting Officer Technical Representative (COTR) for the '180 contract;

WHEREAS, Dr. Broz filed U.S. Patent Application Serial No. 13/306,291 (the "'291 application") on November 29, 2011, entitled Nuclear Magnetic Resonance Scanning of Metal Containers Using Medium-Field Technology, which claims priority to Provisional Patent Application Serial No. 61/418,397, filed on November 30, 2010, and currently names Joseph S. Broz of Alexandria, Virginia as sole inventor;

WHEREAS, DHS filed U.S. Patent Application Serial No. 13/224,667 (the "'667 application") on September 2, 2011, entitled Nuclear Magnetic Resonance Scanning of

Metal Containers Using Medium-Field Technology, which names Dr. Broz and Mr. Surko as joint inventors;

WHEREAS, the disclosures of the '291 and '667 applications are substantially identical with respect to the inventions described therein, and the '667 application recites claims that correspond identically to the claims as filed in the '291 application;

WHEREAS Dr. Broz has an obligation to assign and has assigned all rights he may have in the '291 and '667 applications to WSI, and Mr. Surko has an obligation to assign and has assigned all rights he may have in the '291 and '667 applications to DHS pursuant to Executive Order 10096 of Jan. 23, 1950 as amended;

WHEREAS, WSI desires to commercialize the inventions of the '291 and '667 applications;

WHEREAS, in accordance with government policies, DHS desires to use the patent system to promote the use of inventions arising from federally supported research or development;

WHEREAS DHS desires to encourage maximum participation of industry in federally supported research and development efforts;

WHEREAS DHS desires to promote the commercialization and public availability of the inventions made in the United States by United States industry and labor;

WHEREAS DHS desires to ensure that it obtains sufficient rights in federally supported inventions to meet the needs of the United States Government;

WHEREAS, WSI and DHS desire to resolve the inventorship, priority, and assignment issues concerning the '291 and '667 applications;

NOW, THEREFORE, in accordance with the foregoing recitals, and in consideration of the mutual covenants contained herein, WSI and DHS agree as follows:

SECTION 1. DEFINITIONS

1.1. "Effective Date" means the date all of the Parties have executed this Agreement.

1.2. "'291 application" means U.S. Patent Application No. 13/306,291, including any divisionals, continuations, continuations in part, patents, reissues, reexaminations of and foreign counterparts that may derive therefrom, or any United States or foreign patent or claim contained therein that claims priority to, or receives priority from that application.

1.3. "'667 application" means U.S. Patent Application No. 13/224,667, including any divisionals, continuations, continuations in part, patents, reissues, reexaminations of and foreign counterparts that may derive therefrom, or any United States or foreign patent or claim contained therein that claims priority to, or receives priority from that application.

1.4. "Parties" means WSI and DHS.

SECTION 2. REPRESENTATIONS

2.1. Each of the Parties hereby represents to the other that:

(a) it has the requisite authority to execute, deliver and perform its obligations under this Agreement;

(b) as of the Effective Date of this Agreement, there are no liens, conveyances, mortgages, assignments, encumbrances or other agreements of any kind or nature, other

than those discussed above, which would prevent or impair the full and complete enjoyment of the benefit of this Agreement by the other Parties; and

(c) the execution, delivery, and performance of this Agreement shall not constitute a violation of any requirement of applicable law or regulation, judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default; and

(d) Each party will use its reasonable efforts to cooperate and perform any acts, including execution of documents that are necessary or expedient in carrying out the objectives of this Agreement, including taking those actions or refraining from taking actions as set forth in Section 3 below.

2.2 DHS represents that Mr. Surko is under an obligation to assign and has assigned all rights he may have to DHS in and to the '291 and '667 applications pursuant to Executive Order 10096 of Jan. 23, 1950 as amended, and that there are no pending applications owned or assigned to another by Mr. Surko that were filed on or before the priority date of the '667 application that claim or could be amended to claim the subject matter of the '667 application.

2.3 WSI represents that Dr. Broz is under an obligation to assign and has assigned all rights he may have to WSI in and to the '291 and '667 applications, and that there are no pending applications owned or assigned to another by Dr. Broz that were filed on or before the priority date of the '291 application that claim or could be amended to claim the subject matter of the '291 application.

2.4 DHS represents that, apart from any rights stemming from Dr. Broz's joint inventorship, it is currently the sole owner of all rights, title and interest in and to the '667 application, and that there are no pending applications owned or assigned to another by DHS that were filed on or before the priority date of the '667 application that claim or could be amended to claim the subject matter of the '667 application.

2.5 WSI represents that it is currently the sole owner of all rights, title and interest in and to the '291 application, and that there are no pending applications owned or assigned to another by WSI that were filed on or before the priority date of the '291 application that claim or could be amended to claim the subject matter of the '291 application.

SECTION 3. DETERMINATION OF PRIORITY; ASSIGNMENT AND LICENSE

In consideration of the terms and conditions of this Agreement, the Parties agree as follows:

3.1 Within thirty (30) calendar days of the Effective Date, DHS shall file a letter of express abandonment or a petition under 37 C.F.R. 1.138 with the U.S. Patent and Trademark Office (USPTO) to formally abandon the '667 application.

3.2 Within thirty (30) calendar days of the Effective Date, WSI, on behalf of Dr. Broz, agrees to file a Petition to Correct Inventorship under 37 C.F.R. 1.48 with the USPTO to add Mr. Surko as an inventor on the '291 application. The Parties agree that WSI mistakenly omitted Mr. Surko under the '291 application, and that inventorship for the '291 application should include both Dr. Broz and Mr. Surko.

3.3 DHS agrees that in order for WSI to meet its obligation under section 3.2, DHS shall provide to WSI the following:

(a) an executed Statement of Mr. Surko indicating that the error in inventorship occurred without deceptive intent within twenty one (21) calendar days of the Effective Date; and

(b) Mr. Surko's executed portion of a new Declaration, as provided by WSI, indicating the joint inventorship of the '291 application within twenty one (21) calendar days of the date of receipt of the new Declaration;

3.4 Within thirty (30) calendar days of the Effective Date, DHS agrees to provide WSI:

(a) an executed Assignment from Mr. Surko to DHS assigning all rights, title, and interests in and to the subject matter disclosed in the '291 application; and

(b) an executed Assignment from DHS to WSI assigning title and ownership in the invention claimed in the '291 application.

3.5 WSI acknowledges that its rights in the assigned '291 application are subject to the rights of the United States Government arising from a federally funded research and development contract, including but not limited to the terms of the '180 contract, and any applicable laws or regulations. The U.S. Government retains a license to the subject invention of the '291 application, and any other rights provided by law, that includes but is not limited to: (i) the grant to the United States of America of a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any subject inventions disclosed in the '291 application throughout the world; (ii) the right of the United States to exercise "march-in" rights to force certain non-exclusive licensing if WSI or its assignees does not diligently commercialize the subject matter disclosed in the '291 application, and (iii) the

obligation of WSI or its assignees to manufacture substantially in the United States those products which are licensed or sold in the United States, unless a waiver is obtained from the appropriate agency of the United States.

3.6 WSI shall be responsible, for the primary prosecution, assertion and enforcement of the '291 application and any patents that issue therefrom, including choice of patent counsel, and agrees to keep DHS informed of the patent prosecution, and provide copies of all patent prosecution documentation to DHS patent counsel. WSI agrees that Mr. Surko contributed to the claims of the '291 application, and that no affirmative steps shall be taken to remove subject matter from the claims that would result in the associated removal of Mr. Surko as a joint inventor. DHS shall reasonably cooperate and assist WSI, if required, in providing documentation for the prosecution of the '291 application. DHS is not required to providing any funding to assist in the prosecution of the '291 application or in the defense of the '291 application.

3.7 WSI agrees to provide attribution to DHS, as required by the Federal Acquisition Regulations, on the face of the patent that states "This invention was made with Government support under the Department of Homeland Security contract no. HSHQDC-08-C-00180. The Government has certain rights in this invention."

SECTION 4. GENERAL PROVISIONS

4.1. This Agreement sets forth the entire agreement and understanding between the Parties and supersedes and cancels all previous negotiations, agreements and commitments, whether oral or in writing, with respect to the subject matter hereof. No deletion, amendment or addition to this Agreement shall be effective unless in writing signed by each of the Parties.

4.2. Failure by any of the Parties to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time or condition. A waiver will only be valid if the Parties agree in writing. .

4.3. This Agreement is the result of negotiations between the Parties and accordingly shall not be construed for or against a party merely because such party drafted this Agreement or any portion thereof.

4.4. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one instrument. Executed counterparts of this Agreement sent and received via facsimile or electronic transmission means shall be deemed originals for all purposes.

4.5. In order to commercialize the inventions disclosed in the '291 application WSI may assign some or all of its rights in the '291 application. This Agreement shall inure to the benefit of and be binding upon the parties and their successors and assigns.

4.6. In the event any term, condition or provision of this Agreement is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, the Parties shall endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such amendments, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

4.7. Each of the Parties agrees to execute and deliver any additional documents as may be reasonably required to carry out the intentions and purpose of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, as dated below.

Wine Scanner Inc.

By: 

Name:

Gene Mulvihill

Title:

President

Date:

9/19/12

DHS

By: 

Name:

James V. Johnson

Title:

Director, Office of National Labs

Date:

8/28/12