

Form PTO-1595 (Rev. 6-12)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Jacob B. Khurgin

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

### 2. Name and address of receiving party(ies)

The Government of the United States of  
America, as represented by the Secretary  
of the Navy

Name:

Internal Address:

Street Address:

Office of Naval Research ONR/NRL  
One Liberty Center  
875 North Randolph Street  
Suite 1425

City: Arlington

State: Virginia

Country: United States of America Zip: 22203

Additional name(s) & address(es) attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s): May 9, 2013

- ☒ Assignment ☐ Merger ☐ Change of Name  
☐ Security Agreement ☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

### 4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

8,427,738

Additional numbers attached? ☐ Yes ☒ No

### 5. Name and address to whom correspondence concerning document should be mailed:

Name: Sally A. Ferrett  
US NAVAL RESEARCH LABORATORY

Internal Address: Atty. Dkt.: 100082-US3

Street Address: 4555 Overlook Ave, SW

City: Washington

State: DC Zip: 20375

Phone Number: (202) 404-1551

Fax Number: (202) 404-7380

Email Address:

### 6. Total number of applications and patents involved:

1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number 50-0281

Authorized User Name Sally A. Ferrett

### 9. Signature:

/Sally A. Ferrett/

Signature

May 13, 2013

Date

Sally A. Ferrett - 46,325

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

CH \$40.00 500281 842773

PATENT

REEL: 030399 FRAME: 0757

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## ASSIGNMENT BY INVENTOR

**THIS ASSIGNMENT**, made by Jacob B. Khurgin (hereinafter referred to as Assignor), residing at 7 Clifton Court, Pikesville, Maryland 21208;

**WHEREAS**, Assignor, has invented certain new and useful improvements in **Nonlinear Frequency Conversion in Nanoslot Optical Waveguides**, set forth in a Patent application for Letters Patent of the United States, already filed on **October 8, 2010**, as U.S. Application No. **12/901,159**, and which issued as U.S. Patent No. **8,427,738**; 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 and in and to any foreign patents to be obtained therefore and thereon;

**WHEREAS**, by acquiring the Assignor's 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 Assignor as allowed by law;

**WHEREAS**, Assignor is obligated under an agreement between the Government and the American Society for Engineering Education (ASEE) to assign inventions to the Government;

**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 Assignor**, 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 and in all other Patent Cooperation Treaty member 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** 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, 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 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.

**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.

May 9, 2013

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Jacob B. Khurgin', written over a horizontal line.

Jacob B. Khurgin