

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LOVELACE RESPIRATORY RESEARCH INSTITUTE	09/11/2012
RECEIVING PARTY DATA	
Name:	UNITED STATES GOVERNMENT AS REPRESENTED BY THE SECRETARY OF THE NAVY
Street Address:	503 ROBERT GRANT AVE
Internal Address:	1URO
City:	SILVER SPRING
State/Country:	MARYLAND
Postal Code:	20910
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14023541
Application Number:	61700448
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ATTORNEY DOCKET NUMBER:	101891NONPROV
NAME OF SUBMITTER:	ALBERT CHURILLA
Signature:	/albert churilla/

CH \$80.00 14023541

Date:

10/10/2013

Total Attachments: 3

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ASSIGNMENT AGREEMENT

Regarding Patent Rights relating to the following Inventions:

**“DEVICE AND METHOD FOR MEASURING STATIC CHARGE ON FLYING
INSECTS”**

and

“SMALL DROPLET SPRAYER”

This Agreement is entered into under the authority of 35 USC § 207 by and between:

Lovelace Respiratory Research Institute (LRRI), having an address at 2425 Ridgecrest Drive, SE,
Albuquerque, NM 87108; and

The United States Government, as represented by the Navy and Marine Corps Public Health Center, Navy
Entomology Center of Excellence (“NECE”), having an address at 2080 Child Street, Jacksonville, FL
(collectively “the Parties”).

WHEREAS, Jacques Bertrand (“LRRI Inventor”) is, or has been, a LRRI contract employee working at the
Naval Entomology Center of Excellence under RFQ 559936;

WHEREAS, 37 CFR §401 requires the Contractor to convey title to the Federal Agency upon written request
when the Contractor elects not to retain title to any Subject Invention;

WHEREAS, in the course of fundamental research performed at NECE, the LRRI Inventors made or reduced
to practice the **Inventions** as described below;

WHEREAS, NECE desires to acquire all right, title and interest in the **Inventions** from LRRI for the purpose
of consolidating rights in the Invention to expedite the development of the Invention under 35 USC § 207.

WHEREAS, NECE desires to acquire all title, rights and interest in the **Inventions** from LRRI for the purpose
of consolidating rights in the invention under 35 USC §202 (e)(2);

WHEREAS, LRRI is expressly and voluntarily entering into this assignment agreement for good and valuable
consideration below; and

WHEREAS, the Parties desire to enter into an agreement regarding the assignment of LRRI’s rights to said
Inventions and the distribution of certain revenues regarding said **Inventions**, and any future **Patent Rights**
associated therewith, to LRRI Inventor;

NOW THEREFORE, the Parties agree as follows:

- I. LRRI’s agrees to assign its entire right, title and interest in and to the **Invention** described below, and
to execute an assignment (attached as Appendix A) in favor of the United States of America as
represented by the Secretary of the Navy. In consideration of LRRI’s assignment, NECE agrees to
distribute future royalties related to the **Inventions** to LRRI Inventors consistent with how it distributes
royalties to Government employees in accordance with SECNAVINST 5870.2D (Licensing of
Government Owned Inventions in the Custody of the Department of the Navy and Distribution of

Royalties) and 15 USC §3710 (c). LRRI shall make reasonable efforts to cause the LRRI Inventors to make themselves reasonably available to NECE and their patent counsel or contractors for all patent prosecution, marketing, and technology transfer related matters.

II. For purposes of this Agreement, the following definitions shall apply:

- **"Inventions"** means:

"Device and method for measuring static charge on flying insects", based on a disclosure by Jacques Bertrand of 5/18/2012 and identified as Navy Case Number 100891; and **"Small droplet sprayer"**, based on a disclosure by Jacques Bertrand of 6/25/2012 and identified as Navy Case Number 101942.

- **"Patent Rights"** means:

a) Patent applications and/or patents describing, or containing one or more claims directed to the **Inventions**, any patent application(s) claiming the benefit of priority thereof including all divisions and continuations of these applications, all patents issuing from such applications, divisions, and continuations, and any reissues, reexaminations, and extensions of all such patents.

b) To the extent that the following contain one or more claims directed to the **Inventions** and to the extent that at least one LRRI employee is an Inventor: i) continuations-in-part of **Inventions** a) and/or b) above; ii) all divisions and continuations of these continuations-in-part; iii) all patents issuing from such continuations-in-part, divisions, and continuations; iv) priority patent application(s) of **Inventions** a) and/or b) above; and v) any reissues, reexaminations, and extensions of all such patents;

c) To the extent that the following contain one or more claims directed to the **Inventions** and to the extent that at least one LRRI employee is an Inventor: all counterpart foreign and U.S. patent applications and patents to the **Invention** a) and b) above.

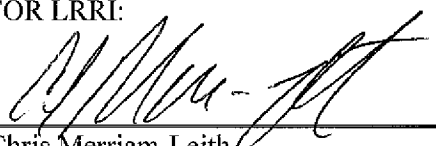
III. This Agreement, including the Assignment at Appendix A, constitutes the entire agreement between the Parties.

AGREED TO:

FOR NECE (NAVY):

Eric Hoffman, MSC, USN
Officer-in Charge
Navy Entomology Center of Excellence
2080 Child St.
Jacksonville, FL 32214-5000

FOR LRRI:



Chris Merriam-Leith
Director of Business Affairs

