PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2572991

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

CORRESPONDENCE DATA

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Correspondent Name: ALBERT CHURILLA
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ATTORNEY DOCKET NUMBER:	101891NONPROV	
NAME OF SUBMITTER:	ALBERT CHURILLA	
Signature:	/albert churilla/	DATENT

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Date:	10/10/2013
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PATENT REEL: 031380 FRAME: 0104

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 <u>United States of America as represented by the Secretary of the Navy</u>. 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

PATENT REEL: 031380 FRAME: 0105 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

Sept 11, 2012

APPENDIX A

ASSIGNMENT

WHEREAS, Lovelace Respiratory Research Institute (LRRI), is joint owner of the following subject inventions:

"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, AND

WHEREAS 35 USC §207 authorizes a Federal agency to undertake all suitable and necessary steps to protect and administer rights to federally owned inventions on behalf of the Federal Government;

WHEREAS 37 CFR §401.14(d)(1) 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;

NOW, THEREFORE, LRRI, for good and valuable consideration, assigns to the United States of America, as represented by the Secretary of the Navy, its entire right, title and interest in and to the above subject inventions, and all applications, divisions, and continuations thereafter, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof; and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may be granted on these inventions in any foreign country.

Furthermore, LRRI agrees to furnish to the United States of America, upon request, any available information and documents necessary for the prosecution of the above-identified applications for patent (including prosecution and settlement of interferences), and any substitution, division, continuation-in-part, or continuation of such patent applications and any application for reissue of any patent resulting from such patent applications.

LRRI agrees to assist, upon request, by furnishing any available information and documents, and by performing all acts which may be reasonably necessary to make this agreement effective.

The undersigned is duly authorized to bind LRRI to this Assignment and does so by affixing a

signature thereto.

Subsgribed and sworn to before me this

 $//^{42}$ day of Sect. 2012

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My Commission Expires:

Frances E. Laur

NOTARY PUBLIC