

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

U.S. DEPARTMENT OF COMMERCE
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ARL 13-14

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)

John Hopkins University, The State of Maryland

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

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

Execution Date(s) 6/17/2013

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

2. Name and address of receiving party(ies)

Name: The United States of America as represented by the

Internal Address: Secretary of the Army

Street Address: 101 Army Pentagon

City: Washington

State: DC

Country: USA Zip: 20310

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

14/314,875

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: U.S. Army Research Laboratory

Internal Address: Attn: RDRL-LOC-I/Alan I. Kalb

Street Address: 2800 Powder Mill Road

City: Adelphi

State: Maryland Zip: 20783

Phone Number: 301-394-1769

Fax Number: 301-394-3972

Email Address: nadine.loman.civ@mail.mil

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 19-2201

Authorized User Name Alan I. Kalb

9. Signature:

Alan I. Kalb
Signature

7/2/14
Date

Alan I. Kalb, 52,486

Name of Person Signing

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

3

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 1450, Alexandria, V.A. 22313-1450

CH \$40.00 192201 14314875

**ASSIGNMENT TO THE GOVERNMENT
and
LICENSE TO THE SMALL ENTITY CONTRACTOR**

Contractor / Grantee: Johns Hopkins University
 Incorporated Under the Laws of: The State of Maryland
 Address: 3400 N. Charles Street
Baltimore, Maryland 21218

WHEREAS the above named Contractor / Grantee (Hereinafter the Contractor), having elected not to retain title, or hereby elects not to retain title, under the provisions of 35 U.S.C. 202 to a SUBJECT INVENTION made in the performance of work under a contract /grant (Hereinafter the Contract) between the Contractor and the Government of the United States of America (Hereinafter the Government), the SUBJECT INVENTION and contract being identified as:

Title of Invention: Wavelength-Specific Optical Actuation Apparatus for a Micromechanical Actuator Device

Inventors:

1. Dr. Christopher J. Morris Employer Army Research Laboratory
 2. Ms. Kate E. Malachowski Employer Johns Hopkins University
 3. Dr. David H. Gracias Employer Johns Hopkins University
 4. Dr. Madan Dubey Employer Army Research Laboratory

This assignment is applicable to inventors (Check appropriate)

(1), (2), (3), (4)

Contract No. W911NF-09-2-0065 Contractor Docket No. _____
 Application Serial No. 14/314,875 ARL Docket No.: ARL 13-14
 Application Filing Date: 6/25/2014

Contractor is a (Check one): Small Business, College or University

Assignment to the Government

WHEREAS, the Government as represented by the Secretary of the Army and his successors in office, is desirous of acquiring an assignment of the SUBJECT INVENTION identified above and disclosed in said application and patent and other rights and benefits herein granted;

NOW THEREFORE, in consideration of the Contract and other benefits attributable to the contractual relationship, the Contractor hereby assigns and transfers to the Government the full and exclusive right in and to said SUBJECT INVENTION within the United States of America, its territories and possessions, and the entire right, title, and interest in and to said patent application, and any applications continuing therefrom and such Letters Patent as may issue there from. The Contractor also grants to the

Government, an assignment of the foreign rights in and to the SUBJECT INVENTION including the rights of priority under the International Convention of Paris (1883), as amended.

The Contractor hereby covenants that it has the right to grant the foregoing assignments.

License to the Contractor

FUTHER, the Contractor hereby retains, pursuant to 37 CFR 401.14 "Patent Rights (Small Business Firms and Nonprofit Organizations)" a revocable, nonexclusive, royalty-free license throughout the world in the SUBJECT INVENTION in each patent application filed in any country on the invention and in any resulting patent in which the Government acquires title. The license extends to the Contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Army except when transferred to the successor of the part of the Contractor's business to which the invention pertains. The Contractor's domestic license may be revoked or modified by the Army to the extent necessary to achieve the expeditious practical application of the SUBJECT INVENTION pursuant to an application for an exclusive license submitted in accordance with the Department of Commerce Licensing of Government owned inventions Regulation in 37 CFR part 404. This license will not be revoked in that field of use or the geographic areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Army to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country. Before revocation or modification of the license, the Army will furnish the Contractor with a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Army for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with the procedures set forth in 37 CFR part 404, from any decision concerning the revocation or modification of its license.

The Contractor Representative hereby executes this instrument by its legally authorized representative:

Name Jill E. Uhl Signature Jill E. Uhl
(Printed or Typed Name)

Title Director Date: 17 Jun 2013

State of: Maryland)
County of: Baltimore) SS

On the above date Jill E. Uhl known to me to be the individual described in and who executed the foregoing instrument duly appeared before me and acknowledged to me that the same as his own free act and deed.

Jacqueline Marie Flood
(Signature of notary public) (SEAL)

My Commission expires on December 12, 2013

JACQUELINE MARIE FLOOD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires December 12, 2013

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