

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WEILIN HOU	08/21/2014
GERO A. NOOTZ	08/21/2014
FRASER DALGLEISH	08/22/2014
WILLIAM T. RHODES	08/22/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE USA AS REPRESENTED BY THE SECRETARY OF THE NAVY
<b>Street Address:</b>	800 NORTH QUINCY STREET BALLSTON TOWER ONE
<b>Internal Address:</b>	CHIEF OF NAVAL RESEARCH OFFICE OF COUNSEL
<b>City:</b>	ARLINGTON
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22217
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14466131
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(228)688-3700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	202-404-1552
<b>Email:</b>	Patent.docketing@nrl.navy.mil
<b>Correspondent Name:</b>	NAVAL RESEARCH LABORATORY
<b>Address Line 1:</b>	4555 OVERLOOK AVENUE SW
<b>Address Line 2:</b>	ASSOCIATE COUNSEL (PATENTS) CODE 1008.2
<b>Address Line 4:</b>	WASHINGTON, D.C. 20375
<b>ATTORNEY DOCKET NUMBER:</b>	103193-US2
<b>NAME OF SUBMITTER:</b>	KATHLEEN CHAPMAN
<b>SIGNATURE:</b>	/kathleen chapman/
<b>DATE SIGNED:</b>	09/04/2014
<b>Total Attachments: 11</b>	
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## **ASSIGNMENT BY INVENTOR (UNITED STATES PATENTS)**

**THIS ASSIGNMENT**, made by Weilin Hou (hereinafter referred to as Assignor), residing at 2011 Alicia Ct., Slidell, Louisiana 70461;

**WHEREAS**, Assignor, while employed by the Government of the United States, has invented certain new and useful improvements in Single Beam/Detector Optical Remote Cross-Flow Sensor, set forth in a Patent application for Letters Patent of the United States, filed herewith; 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;

**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**, the conditions under which the invention was made are such as to entitle the Government under Paragraph 1(a) of Executive Order 10096, to the Assignor's entire right, title, and interest therein, including the foreign rights; and

**WHEREAS**, as to foreign rights, it is the policy of the Government to obtain an option to exercise such rights;

**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, 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 which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, 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.

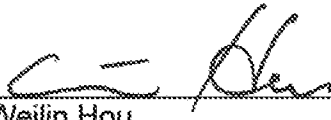
**AND** the Assignor does hereby also grant unto the Government, the option to take the Assignor's entire right, title, and interest in the invention and all patent applications or other forms of protection thereon in all countries foreign to the United States in which the Government may file, or cause to be filed, applications for Letters Patent or other forms of protection, without payment of any consideration; provided, however, that this grant of an option to take foreign rights in the invention, or applications or other forms of protection thereon, shall have force and effect only as to such applications for which a decision to file in foreign countries is made within eight months of the filing date of any application for United States Letters Patent and/or any provisional application covering the invention, or within eight months from the declassification of the invention, whichever is later, and that all foreign rights not exercised under the option are left to Assignor subject to a nonexclusive, irrevocable, royalty-free license to the Government in any patent or other form of protection which may issue on said invention in any foreign country, including the power to issue sub-licenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government.

**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 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 for recordation of this document:

US NAVAL RESEARCH LABORATORY

All practitioners at Customer Number 26384.

Date: 8/21/2014 Signature:   
Weilin Hou

## **ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by Gero A. Nootz; Fraser Dalgleish; and William T. Rhodes (hereinafter referred to as Assignors), residing at 820 Altura Place, Monterey, California 93940; 301 Marbrisa Drive, Vero Beach, Florida 32963; and 23221 L'Ermitage Circle, Boca Raton, Florida 33433, respectively;

**WHEREAS**, Assignors, have invented certain new and useful improvements in Single Beam/Detector Optical Remote Cross-Flow Sensor, set forth in a Patent application for Letters Patent of the United States, filed herewith; 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 Assignors' 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 Assignors as allowed by law;

**WHEREAS**, Assignors are obligated as employees of (Contractor) to assign inventions to Contractor, and Contractor is obligated to the Government under contract no. N00014-10-1-0914

**NOW, THEREFORE**, in consideration of the premises and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have assigned, transferred and set over, and by these presents do 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 Contractor, 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 Assignors, had this assignment not been made.

**AND** the license reserved to the Contractor shall extend to all existing and future associated and affiliated companies, if any within the corporate structure of Contractor is a part and shall be assignable to the successor of that part of Contractor's business to which such invention pertains.

**AND** for the same consideration, Assignors hereby represent and warrant 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, Assignors are the sole and lawful owners 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with the Government, its successors, legal representatives and assigns, that Assignors 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** Assignors hereby request 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.

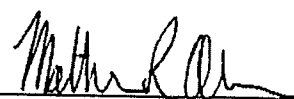
**AND** the Assignors hereby further agree to make, execute, and deliver to the Government, any and all papers, documents, affidavits, statements, or other instruments that may be necessary in the prosecution of the application and of any continuation, division, or substitution of the application, or 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.

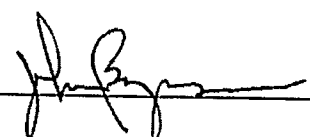
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and any foreign patent office for recordation of this document:

US NAVAL RESEARCH LABORATORY

All practitioners at Customer Number 26384.

Date: 8/21/14 Signature:   
Gero A. Nootz

Date: 8/21/14 Witness  
Signature: 

Date: 8/22/14 Witness  
Signature: 

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Fraser Dalgleish

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
William T. Rhodes

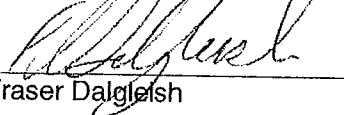
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Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Gero A. Nootz

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: 8/22/14 Signature:   
Fraser Dalglish

Date: 8/22/14 Witness  
Signature: A J

Date: 8/22/14 Witness  
Signature: 

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
William T. Rhodes

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Gero A. Nootz

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Fraser Dagleish

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Witness  
Signature: \_\_\_\_\_

Date: 22 Aug 14 Signature: William T. Rhodes  
William T. Rhodes

Date: Aug 22, 2014 Witness  
Signature: [Signature]

Date: Aug 22, 2014 Witness  
Signature: [Signature]

Contractor joins in and agrees to the foregoing assignment, and except for the above reservation of a license, relinquishes and assigns all right, title and interest in and to such invention, and further agrees to furnish to the Government, upon request, any available information and documents necessary for the prosecution of any patent application (including prosecution and settlement of interferences) on the above-identified invention, and any substitution, division, continuation-in-part, or continuation of such patent application and any application for reissue of any patent resulting from such patent application.

8/22/2014  
Date

Authorized Signer:

Title:

Assoc. VP for Research  
Interim Director of Sponsored  
Programs

8/22/14

Florida Atlantic University