

## 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>
MARC CHRISTOPHERSEN	09/18/2015
BERNARD F. PHILIPS	09/21/2015
MICHAEL K. YETZBACHER	09/18/2015
ANDREW J. BOUDREAU	09/16/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THE GOVERNMENT OF THE UNITED STATES, AS REPRESENTED BY THE SECRETARY OF THE NAVY
<b>Street Address:</b>	4555 OVERLOOK AVE., SW
<b>Internal Address:</b>	NAVAL RESEARCH LABORATORY, CODE 1008.2
<b>City:</b>	WASHINGTON
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20375
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14860947
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)404-7380
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<b>Phone:</b>	2027673427
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<b>Address Line 4:</b>	WASHINGTON, D.C. 20375
<b>ATTORNEY DOCKET NUMBER:</b>	103328US2
<b>NAME OF SUBMITTER:</b>	SURESH KOSHY
<b>SIGNATURE:</b>	/SURESH KOSHY/
<b>DATE SIGNED:</b>	09/22/2015
<b>Total Attachments: 6</b>	

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## **ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made by Marc Christophersen; Bernard F. Philips; Andrew J. Boudreau; and Michael K. Yetzbacher (hereinafter referred to as Assignors), residing at 8518 60th Avenue, Berwyn Heights, Maryland 20740; 828 Leigh Mill Road, Great Falls, Virginia 22066; 1701 18th Street NW, #142, Washington, DC 20009; and 10053 Beacon Pond Lane, Burke, Virginia 20151, respectively;

**WHEREAS**, Assignors, while employed by the Government of the United States, have invented certain new and useful improvements in Calibration Reference for Nanometrology, set forth in a Provisional application for Letters Patent of the United States, filed on September 30, 2014 as U.S. Application No. 62/057333, and in Method of Calibrating a Nanometrology Instrument, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

**WHEREAS**, Assignors have assigned and transferred to the United States of America as represented by the Secretary of the Navy, and hereinafter called the Government, the entire right, title, and interest in and to said invention within the United States of America, its territories and possessions, and the entire right, title and interest in and to said application(s) and any continuation, division, or substitution thereof, and such Letters Patent as may issue therefrom and any reissue or extensions thereof;

**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(s) for Letters Patent of the United States, and in and to any Letters Patent to be obtained therefor and thereon within the following foreign countries:

All Patent Cooperation Treaty member states;

**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;

**NOW, THEREFOR**, 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, the entire right, title and interest in and to the above-mentioned inventions and application(s) for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application(s), and any and all Letters Patent in the above listed countries which may be granted therefor 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. This assignment is made nunc pro tunc Concurrently Herewith.

**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(s) 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 above listed countries, 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(s) 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(s) for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** the Assignors do hereby also grant unto the Government, the right to claim priority to the application(s) identified above.

**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(s) and of any continuation, division, or substitution of the application(s), or any application(s) 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 appoint all practitioners at Customer Number 26384, all of US Naval Research Laboratory, 4555 Overlook Ave, SW, Code 1008.2, Washington, DC 20375, jointly, and each of them severally, our attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, to prosecute the above-mentioned application(s), 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 therefor 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.

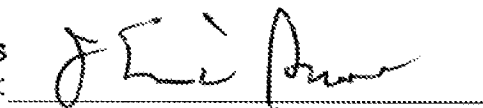
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of any foreign patent office for recordation of this document:


US NAVAL RESEARCH LABORATORY

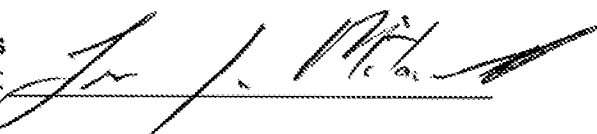
All practitioners at USPTO Customer Number 26384.

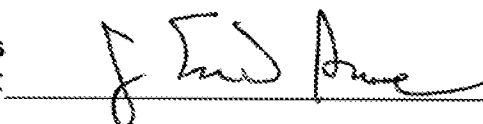
Date: 9/19/2015 Signature:   
Marc Christophersen, Assignor

Date: 9/21/2015 Witness Signature: 

Date: 9/21/2015 Witness Signature: 

Date: 21 Sep. 2015 Signature:   
Bernard F. Philips, Assignor


Date: 9/21/2015 Witness Signature: 

Date: 9/21/2015 Witness Signature: 

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Andrew J. Boudreau, Assignor

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

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

Date: 9/18/2015 Signature:   
Michael K. Yetzbacher, Assignor

Date: 9/18/15 Witness  
Signature: 

Date: 9/18/15 Witness  
Signature: Kathleen M. Golba

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Amy L. Rensing, for Assignee, The  
Government of the United States of  
America

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 any foreign patent office for recordation of this document:

US NAVAL RESEARCH LABORATORY

All practitioners at USPTO Customer Number 26384.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Marc Christophersen, Assignor


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

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Bernard F. Philips, Assignor

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

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

Date: 9/16/15  
~~9/16/15~~ Signature:   
Andrew J. Boudreau, Assignor