

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4057509

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INSTRUMENT OF WAIVER	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNITED STATES GOVERNMENT	06/29/2015
RECEIVING PARTY DATA		
Name:	WOODWARD, INC.	
Street Address:	1000 EAST DRAKE ROAD	
City:	FORT COLLINS	
State/Country:	COLORADO	
Postal Code:	80525	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14899982
CORRESPONDENCE DATA		
Fax Number:	(877)769-7945	
<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>		
Phone:	214-292-4039	
Email:	apsi@fr.com	
Correspondent Name:	FISH & RICHARDSON P.C.	
Address Line 1:	P.O. BOX 1022	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022	
ATTORNEY DOCKET NUMBER:	35961-0006US1	
NAME OF SUBMITTER:	PEGGY C. HARRIS	
SIGNATURE:	/Peggy C. Harris/	
DATE SIGNED:	09/19/2016	
Total Attachments: 7		
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INSTRUMENT OF WAIVER
(Domestic and Foreign Rights)

PETITIONER: Woodward Inc.

WAIVER NUMBER: GRC-W-5003

CONTRACT NUMBER: NNC11CA17C

CONTRACT TITLE: Low-Emissions Combustor Concepts and
Associated Fuel Control Valves

NASA CASE NUMBER: LEW-19206-1

TITLE OF INVENTION: Gas Turbine Engine Flow Regulating

INNOVATOR(S): Fei Philip Lee, Hukam Chand Mongia, Kathleen
Tacina, Daniel Bulzan, Chi-Ming Lee

WHEREAS, the above-identified invention was made in the performance of work under the above identified contract, and is subject to section 20135 of the National Aeronautics and Space Act (51 U.S.C. Chapter 201, hereinafter referred to as "the Act");

WHEREAS, the above-identified contract contains a property rights in inventions clause which provides that any invention made in the performance of work under such contract shall be presumed to have been made in the manner specified in paragraphs (A) or (B) of section 20135(b)(1) of the Act; and

WHEREAS, the petitioner (hereinafter referred to as the "waiver recipient") has filed a Petition for Waiver of Rights of the United States for said invention in conformance with the National Aeronautics and Space Administration (NASA) Patent Waiver Regulations 14 CFR Part 1245, Subpart 1, and more specifically, under section 1245.105, Waiver After Reporting Inventions; and section 1245.106, Waiver of Foreign Rights; and

WHEREAS, the Administrator of NASA has determined that the interests of the United States of America will be served by this Waiver;

NOW THEREFORE, subject to the acceptance of the Conditions of Reservations hereinafter specified:

WAIVER

1. The Administrator waives the property rights of the United States Government to the said invention in the United States of America, and in 5 foreign country(s) (see Addendum), and hereby conveys to the waiver recipient the entire right, title, and interest in and to said invention subject, however, to the Conditions and Reservations set forth below.

CONDITIONS

2. This waiver is granted pursuant to the provisions of the NASA Patent Waiver Regulations and is subject to the conditions prescribed therein and as specifically provided below:

(a) The waiver shall extend to the claimed invention of any division or continuation of the patent application filed on the reported invention provided the claims of the subsequent application do not substantially change the scope of the reported invention.

(b) The waiver of rights granted herein shall be voidable at the option of the Administrator, unless the waiver recipient:

(1) With respect to domestic rights, files or causes an application for U.S. Letters Patent to be filed within 1 year from the granting by the Administrator of this waiver disclosing and claiming the invention, and including within the first paragraph of the specification following the abstract, the statement:

The invention described herein was made in the performance of work under NASA Contract NNC11CA17C and is subject to the provisions of section 20135 of the National Aeronautics and Space Act (51 U.S.C. § 20135).

(2) With respect to foreign rights, files or causes to be filed a patent application in such countries identified in Paragraph 1, above, within 10 months from the date that a corresponding U.S. patent application has been filed, or 6 months from the date a license is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order, or such longer periods as may be expressly approved by NASA.

(3) Furnishes to the Chairperson of the NASA Inventions and Contributions Board or to the patent representative designated in the contract a copy of such application including the filing date, serial number, and title of the waived invention, and upon request a copy of any domestic or foreign patent application including an English version if filed in a language other than English, and a copy of the patent or the patent number and issue date.

(4) Delivers to the Chairperson a duly executed and approved instrument, prepared by the Government, fully confirming of all the rights domestic and foreign to which the Government is entitled pursuant to the Reservations, specified below.

(5) With respect to any country in which the waiver recipient decides not to continue prosecution of any application, to pay maintenance fees on, or defend in reexamination or opposition proceedings on a patent on a waived invention, the waiver recipient shall notify the patent representative within sufficient time for NASA to continue prosecution, pay the maintenance fee or defend the reexamination or opposition, and upon written request, convey title to NASA and execute all papers necessary for NASA to proceed with the appropriate action.

(6) During the term of the patent, the petitioner files a utilization report with the Chairperson, upon NASA's written request, not more often than annually setting forth in detail the steps taken by the waiver recipient or its licensees or assigns regarding the progress, development, application, and commercial use being made and that is intended to be made of the waived invention.

(7) Notifies the Chairperson prior to any transfer of principal rights in such invention to any party and identifies such party by name and address.

(8) Grants any license which the Administrator may require pursuant to the RESERVATIONS specified below.

RESERVATIONS

3. (a) License to the Government. The waiver of domestic and/or foreign rights granted herein shall be subject to the reservation of an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of the invention throughout the world by or on behalf of the United States Government or any agency thereof, or any foreign government pursuant to any existing or future treaty or agreement with the United States.

(b) March-in rights. With respect to the invention, NASA has the right in accordance with 14 CFR § 1245.117 to require the waiver recipient, an assignee or

exclusive licensee of the invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the waiver recipient, assignee, or exclusive licensee refuses such a request, NASA has the right to grant such a license itself if NASA determines that:

(1) Such action is necessary because the waiver recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the waiver recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the waiver recipient, assignee, or their licensees; or

(4) Such action is necessary because the agreement required by paragraph (c) below; has not been obtained or waived or because a license of the exclusive right to use or sell the invention in the United States is in breach of such agreement.

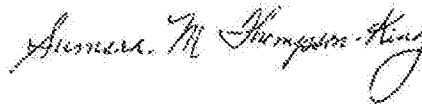
(c) Preference for United States Industry. With respect to any particular invention, the waiver recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell such invention in the United States unless that person agrees that any products embodying the invention or produced through the use of the invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by NASA upon a showing by the waiver recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(d) Additional reservations: Notwithstanding any other provision in this Instrument of Waiver, if a Government employee is a co-inventor on an invention covered by this Instrument of Waiver, or if the Government obtains ownership rights from a third-party inventor or owner on a covered invention, then the waiver recipient and the United States Government shall be co-owners of the invention. As co-owners, both parties agree to negotiate in good faith with respect to (1) the cost of obtaining and maintaining any patents, (2) the exploitation of the invention (including the possibility of providing exclusive rights to the waiver recipient), and (3) the sharing of any licensing revenue. Nevertheless, if both parties fail to agree, then each co-owner may act separately to the extent permitted by law.

EXECUTION

4. This waiver of rights shall be valid only after the appended Acceptance and Agreement has been duly executed by the waiver recipient and an executed copy promptly returned to the Chairperson, Inventions and Contributions Board, National Aeronautics and Space Administration, Washington, DC 20546.

Signed at Washington, DC this 29th day of June, 2015.

A handwritten signature in cursive script, reading "Sumara M. Thompson-King".

Sumara M. Thompson-King
General Counsel

ACCEPTANCE AND AGREEMENT

The waiver recipient agrees that the invention identified above was made under the above-identified contract in the performance of work under said contract by a person or persons described in paragraphs (A) or (B) of Section 20135(b)(1) of the Act and under the conditions therein described.

The waiver recipient further agrees that in the event it acknowledges that the conditions upon which this waiver is based have not been satisfied, or in the event the Administrator voids this waiver where conditions of paragraph 2 above have not been met, it will deliver to the Administrator the property rights waived above, including the instrument of waiver, upon request, and an instrument of assignment for any patent application or any patent which may have been filed thereon, and that failing to deliver to the Administrator such duly executed assignment, the Administrator may prepare a decision voiding the waiver of rights which shall operate to restore title to the United States to said invention. Such decision shall be conclusive evidence as to the title of the United States to said invention and that the Commissioner of the Patent and Trademark Office shall be authorized upon the filing of said decision to record the title to said invention, patent application or patent, as applicable, in the name of the United States.

The waiver recipient accepts this waiver subject to all the terms and conditions set forth herein and has caused this instrument to be executed and attested by its duly authorized representative(s) this 15th day of December, 2015 with the intent to be legally bound thereby.

Woodward, Inc.

Waiver Recipient

Harvey Dunn

By

Harvey Dunn

Director, Intellectual Property /

Title

Intellectual Property Transfer Officer

Attest

ADDENDUM TO INSTRUMENT OF WAIVER

GRC-W-5003

5 FOREIGN COUNTRY(S):

China, Japan, United Kingdom, France, Germany