

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4194115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY O'BRYAN	05/27/2016
ANDREW VANCE	05/27/2016
ELAINE LAI YANG	06/23/2016
JACK L. SKINNER	02/22/2003
THOMAS ZIFER	10/19/1993
RECEIVING PARTY DATA	
Name:	Sandia Corporation
Street Address:	P.O. Box 5800, MS-0161
Internal Address:	Legal Technology Transfer Center
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87185
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13223672
CORRESPONDENCE DATA	
Fax Number:	(505)844-9955
<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:	(925)294-3143
Email:	jlnguye@sandia.gov
Correspondent Name:	SANDIA NATIONAL LABORATORIES
Address Line 1:	7011 EAST AVENUE
Address Line 2:	PO BOX 969, MS 9031
Address Line 4:	LIVERMORE, CALIFORNIA 94551-9031
ATTORNEY DOCKET NUMBER:	SD-11799.1
NAME OF SUBMITTER:	MADELYNNE J. FARBER
SIGNATURE:	/Madelynne J. Farber/
DATE SIGNED:	12/20/2016

Total Attachments: 8

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source=Zifer_Innovation_and_NonDisclosure_Document#page1.tif

ASSIGNMENT

WHEREAS, **Gregory O'Bryan of Livermore, CA, Jack L. Skinner of Butte, MT, Andrew Vance of Livermore, CA, Elaine Lai Yang of Dublin, CA, and Thomas Zifer of Manteca, CA** has(have) made an invention relating to **CARBON NANOTUBE COMPOSITE MATERIALS** in the course of the work authorized by Contract DE-AC04-94AL85000 between SANDIA CORPORATION and the UNITED STATES DEPARTMENT OF ENERGY, said invention being disclosed and claimed in **Application Serial No. 13/223,672**, for United States patent, filed on **September 1, 2011**, now **US Patent No. 8,986, 576** issued on **March 24, 2015** and identified as **DOE Docket No. S-121493** duly executed by said inventor(s) and

WHEREAS Inventor(s), in consideration of employment by Sandia Corporation, has(have) assigned to Sandia Corporation, its successors and assigns, all of Inventor(s) rights to inventions, discoveries, or improvements made or conceived in the course of their employment; and

WHEREAS, title to the above-identified invention vests in the Government of the United States, as represented by the U.S. Department of Energy, as governed by 42 U.S.C. 5908; and

WHEREAS, the Government of the United States, as represented by the U.S. Department of Energy has granted a waiver of Government rights in the above-identified invention to Sandia Corporation; and

THEREFORE, Inventor(s) hereby sells, assigns, and transfers unto Sandia Corporation their entire right, title, and interest in and to said invention and in and to all resulting patents, wherever they may be granted, as well as reissues or extensions of said patents, to the extent that Inventor(s) right, title, and interest in and to said invention has(have) not already been sold, assigned, or transferred to Sandia Corporation by Inventor(s) in consideration of Inventor(s) employment by Sandia Corporation.

Inventor(s) covenants with Sandia Corporation that, except for the rights, if any, of the Government, his/her interest in the rights and property herein conveyed is free and clear of any encumbrance and that they have full right to convey the same as herein expressed. They agree, at the request of Sandia corporation, to make, execute, and deliver to Sandia Corporation, the Government, or other party prosecuting patent applications on this invention, any and all papers, documents, affidavits, applications, statements or other instruments relating to said invention, take all rightful oaths and do all acts as may reasonably be required of them in or incident to the prosecution of any or all applications on said invention or in the adjustment or settlement of any interferences or other actions or proceedings that said applications or patents thereon may encounter or in which they may become involved.

ASSIGNMENT

WHEREAS, **Gregory O'Bryan of Livermore, CA, Jack L. Skinner of Butte, MT, Andrew Vance of Livermore, CA, Elaine Lai Yang of Dublin, CA, and Thomas Zifer of Manteca, CA** has(have) made an invention relating to **CARBON NANOTUBE COMPOSITE MATERIALS** in the course of the work authorized by Contract DE-AC04-94AL85000 between SANDIA CORPORATION and the UNITED STATES DEPARTMENT OF ENERGY, said invention being disclosed and claimed in **Application Serial No. 13/223,672**, for United States patent, filed on **September 1, 2011**, now **US Patent No. 8,986, 576** issued on **March 24, 2015** and identified as **DOE Docket No. S-121493** duly executed by said inventor(s) and

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WHEREAS, the Government of the United States, as represented by the U.S. Department of Energy has granted a waiver of Government rights in the above-identified invention to Sandia Corporation; and

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Inventor(s) covenants with Sandia Corporation that, except for the rights, if any, of the Government, his/her interest in the rights and property herein conveyed is free and clear of any encumbrance and that they have full right to convey the same as herein expressed. They agree, at the request of Sandia corporation, to make, execute, and deliver to Sandia Corporation, the Government, or other party prosecuting patent applications on this invention, any and all papers, documents, affidavits, applications, statements or other instruments relating to said invention, take all rightful oaths and do all acts as may reasonably be required of them in or incident to the prosecution of any or all applications on said invention or in the adjustment or settlement of any interferences or other actions or proceedings that said applications or patents thereon may encounter or in which they may become involved.

ASSIGNMENT

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Inventor(s) covenants with Sandia Corporation that, except for the rights, if any, of the Government, his/her interest in the rights and property herein conveyed is free and clear of any encumbrance and that they have full right to convey the same as herein expressed. They agree, at the request of Sandia corporation, to make, execute, and deliver to Sandia Corporation, the Government, or other party prosecuting patent applications on this invention, any and all papers, documents, affidavits, applications, statements or other instruments relating to said invention, take all rightful oaths and do all acts as may reasonably be required of them in or incident to the prosecution of any or all applications on said invention or in the adjustment or settlement of any interferences or other actions or proceedings that said applications or patents thereon may encounter or in which they may become involved.

Employee: Jack Lindner Skinner
Print Full Name

Unit: 08243
Location: Sandia Corporation

THIS AGREEMENT made between me, the above named person, and Sandia Corporation, A Delaware Corporation, hereinafter referred to as "Sandia" or "the Corporation", WITNESSETH:

Sandia Corporation has developed and uses technical and non-technical information vital to the success of the Corporation's business. Generally, Sandia employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, (collectively called "Innovations"), or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for Sandia to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment or regular employment by Sandia and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawings, mask works or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire (works of authorship prepared by me within the scope of my employment), whether or not patentable, copyrightable or registrable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation: (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time facilities or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Sandia and I hereby assign to the Corporation all of my right, title and interest therein.

3. EXECUTION OF DOCUMENTS

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title, or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees or successors at its or their request to obtain and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

4. NOTICE OF RIGHT UNDER STATE STATUTES

No provision in this Agreement is intended to require assignment of any of my rights in an invention that I have developed entirely on my own time with out using the Corporation's equipment, supplies, facilities, or proprietary information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Corporation's business, or actual or demonstrably anticipated research or development of the Corporation; or (2) result from any work performed by me for the Corporation.

5. RECORDS AND DOCUMENTS

All records, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon me, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of Sandia, its assigns, nominees or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this Agreement and the provisions of all or any part thereof.

7. PRIOR INVENTIONS

Listed and briefly described on the reverse side are all inventions not previously assigned to my former employers and which I conceived and made prior to my employment with Sandia. Such listed inventions are not included under this Agreement. I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention. I also agree that I will not disclose to or use on behalf of Sandia any proprietary or confidential information of any third party without authorization therefrom.

SANDIA CORPORATION

EMPLOYEE:

By: [Signature]
Title: Human Resources Coordinator

Signature of Employee: [Signature]
Date: 2/22/85

Note: The term "Confidential" as used herein does not refer to official security classification of the United States Government.

SANDIA CORPORATION
EMPLOYEE PROPRIETARY INFORMATION AND INNOVATION AGREEMENT

Employee: THOMAS ZIEFER
Print Full Name

Unit: _____
Location: _____

THIS AGREEMENT made between me, the above named person, and Sandia Corporation, a Delaware Corporation, hereinafter referred to as "Sandia" or "the Corporation," WITNESSETH:

Sandia Corporation has developed and uses technical and non-technical information vital to the success of the Corporation's business. Generally, Sandia employees become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries, improvements, computer programs, mask works, (collectively called "Innovations"), or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for Sandia to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, mask works, copyrights) or common law protection (trade secrets) or both.

In consideration of and as part of the terms of my employment or regular employment by Sandia and the salary or wages paid me during such employment, it is hereby agreed:

1. PROPRIETARY INFORMATION

I shall not, except as authorized by the Corporation, at any time during or after my employment directly or indirectly disclose to any other person or entity any proprietary or sensitive information of the Corporation or of others (collectively called "Proprietary Information"), which has come into the Corporation's or my possession in the course of my employment with the Corporation; nor shall I use any such Proprietary Information for my personal use or advantage or make it available to others. Proprietary Information includes existing and contemplated technical information such as, for example, compositions, formulas, products, processes, methods, systems, designs, specifications, mask works, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries and improvements and also existing and contemplated business, marketing and financial information such as, for example, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.

All information, both technical and non-technical, regarding the Corporation's businesses in whatever form, including but not limited to text, drawings, mask works or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

2. INNOVATIONS

I agree to disclose promptly and fully to the Corporation all Innovations and/or Work for Hire (works of authorship prepared by me within the scope of my employment), whether or not patentable, copyrightable or registrable, including but not limited to products, processes, methods, systems, designs, techniques, mask works, computer programs, facilities, equipment, and devices that have been or may be conceived, made or authored by me solely or jointly with others during the period of my employment with the Corporation: (a) which are along the lines of or relate to the business, work, or investigations of the Corporation or of any company with which it is affiliated; (b) which result from or arise out of any work that I may do for or on behalf of the Corporation; (c) which result from or arise out of any Proprietary Information that may have been disclosed or otherwise made available to me as a result of duties assigned me by the Corporation; or (d) that are otherwise made through the use of the Corporation's time facilities or materials. All such Innovations and Work for Hire shall be the sole and exclusive property of Sandia and I hereby assign to the Corporation all of my right, title and interest therein.

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I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title, or interest in and to: (a) any and all Innovations described in paragraph 2 above; (b) any and all patent, trademark, copyright and mask works registration applications therefor; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing of such applications; and (d) all patents, trademark, copyright and mask works registrations that may be granted therefor throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge and in every lawful way the Corporation and its assigns, nominees or successors at its or their request to obtain and sustain such patents, trademark, copyright and mask works registrations for its benefit in any and all countries.

4. NOTICE OF RIGHTS UNDER STATE STATUTES

No provision in this Agreement is intended to require assignment of any of my rights in an invention that I have developed entirely on my own time without using the Corporation's equipment, supplies, facilities, or proprietary information except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention to the Corporation's business, or actual or demonstrably anticipated research or development of the Corporation; or (2) result from any work performed by me for the Corporation.

5. RECORDS AND DOCUMENTS

All records, documents, and other writings including text, drawings, computer software programs, mask works or works of authorship relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Corporation. Upon termination of my employment, I agree to leave all such records, documents, and writings and all copies thereof with the Corporation.

6. LEGALLY BINDING AGREEMENT

This Agreement shall be binding upon me, my heirs, administrators, assigns, executors, or other legal representatives and shall be binding upon and inure to the benefit of Sandia, its assigns, nominees or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that either during or after my employment the Corporation may advise others of the existence of this Agreement and the provisions of all or any part thereof.


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SANDIA CORPORATION

EMPLOYEE:

By: _____
Title: _____

Signature of Employee: 
Date: 19 Oct '93

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