

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4232005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LOVELACE RESPIRATORY RESEARCH INSTITUTE	01/07/2016
RECEIVING PARTY DATA	
Name:	THE UNITED STATES OF AMERICA AS REPRESENTED BY THE SECRETARY OF THE NAVY
Street Address:	503 ROBERT GRANT AVENUE (1 URO)
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State/Country:	MARYLAND
Postal Code:	20910
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15409572
Application Number:	62288565
Application Number:	62301774
PCT Number:	US2017014010
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	DIANE P. TSO
SIGNATURE:	/Diane P. Tso/
DATE SIGNED:	01/19/2017
Total Attachments: 3	
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ASSIGNMENT AGREEMENT

Regarding Patent Rights relating to the following Invention:

Navy Case No. 103835, entitled: "*Ferromagnetic Pest Trap*"

This Agreement is entered into under the authority of 35 USC § 207 by and between:

Lovelace Respiratory Research Institute (LRRI), having an address at 2425 Ridgecrest Drive, SE Albuquerque, NM 8710 (USA); and

The United States Government, as represented by the Navy and Marine Corps Public Health Center, Navy Entomology Center of Excellence (NECE), having an address at 2080 Child Street, Jacksonville, FL (collectively "the Parties").

WHEREAS, Jacques Bertrand ("LRRI Inventor") is, or has been, a LRRI contract employee working at the Naval Entomology Center of Excellence under RFQ 559936;

WHEREAS, 37 CFR §401 requires the Contractor to convey title to the Federal Agency upon written request when the Contractor elects not to retain title to any Subject Invention;

WHEREAS, in the course of fundamental research performed at NECE, the LRRI Inventor made or reduced to practice the Inventions as described below;

WHEREAS, NECE desires to acquire all right, title and interest in the Inventions from LRRI for the purpose of pursuing the Invention under 35 USC § 202 (d).

WHEREAS, LRRI is expressly and voluntarily entering into this assignment agreement for good and valuable consideration below; and

NOW THEREFORE, the Parties agree as follows:

- I. LRRI agrees to assign its entire right, title and interest in and to the **Invention** described below, and to execute an assignment (attached as Appendix A) in favor of the United States of America as represented by the Secretary of the Navy. In consideration of LRRI's assignment, NECE agrees to distribute future royalties related to the Invention to LRRI Inventors consistent with how it distributes royalties to Government employees in accordance with SECNAVINST 5870.2D (Licensing of Government Owned Inventions in the Custody of the Department of the Navy and Distribution of Royalties) and 15 USC §3710 (c). LRRI shall make reasonable efforts to cause the LRRI Inventors to make themselves reasonably available to NECE and their patent counsel or contractors for all patent prosecution, marketing, and technology transfer related matters.
- II. For purposes of this Agreement, the following definitions shall apply:

- “**Invention**” means:

“**Ferromagnetic Pest Trap**”, based on a disclosure by Jacques Bertrand and Ulrich Bernier of October 14, 2015 and identified as Navy Case No. 103835.

- “**Patent Rights**” means:

a) Patent applications and/or patents describing, or containing one or more claims directed to the **Invention**, any patent application(s) claiming the benefit of priority thereof including all divisions and continuations of these applications, all patents issuing from such applications, divisions, and continuations, and any reissues, reexaminations, and extensions of all such patents.

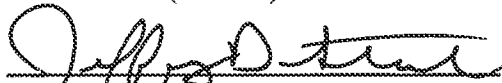
b) To the extent that the following contain one or more claims directed to the **Invention** and to the extent that at least one LRRI employee is an Inventor: i) continuations-in-part of **Invention** a) and/or b) above; ii) all divisions and continuations of these continuations-in-part; iii) all patents issuing from such continuations-in-part, divisions, and continuations; iv) priority patent application(s) of **Invention** a) and/or b) above; and v) any reissues, reexaminations, and extensions of all such patents;

c) To the extent that the following contain one or more claims directed to the **Invention** and to the extent that at least one LRRI employee is an Inventor: all counterpart foreign and U.S. patent applications and patents to the **Invention** a) and b) above.

III. This Agreement, including the Assignment at Appendix A, constitutes the entire agreement between the Parties.

AGREED TO:


FOR NECE (NAVY):



Officer-in-Charge
Jeffrey Stancil, MSC, USN
Bldg. 937 Child St.
Jacksonville, FL 32212

17 DEC 2015

FOR LRRI:


MARGARET M. DUNBAR
Senior Director, Business Affairs

7 Jan 2016

