

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4529698

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MIJIN KIM	06/20/2017
RECEIVING PARTY DATA		
Name:	The Government of the United States of America, as represented by the Secretary of the Navy	
Street Address:	4555 Overlook Ave, SW	
City:	Washington	
State/Country:	DISTRICT OF COLUMBIA	
Postal Code:	20375	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15631040
CORRESPONDENCE DATA		
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<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>		
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Email:	patent.docketing@nrl.navy.mil	
Correspondent Name:	NAVAL RESEARCH LABORATORY ASSOCIATE COUN	
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Address Line 2:	4555 OVERLOOK AVENUE, S.W.	
Address Line 4:	WASHINGTON, D.C. 20375-5320	
ATTORNEY DOCKET NUMBER:	104158-US3	
NAME OF SUBMITTER:	JOSLYN BARRITT	
SIGNATURE:	/ Joslyn Barritt /	
DATE SIGNED:	08/01/2017	
Total Attachments: 5		
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ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Mijin Kim (hereinafter referred to as Assignor), residing at 6400 Wainfleet Ct., Springfield, Virginia 22152;

WHEREAS, Assignor has invented certain new and useful improvements in **Interband Cascade Lasers without Grown Top Cladding Layer**, set forth in a Provisional application for Letters Patent of the United States filed on June 24, 2016 as U.S. Provisional Patent Application No. **62/354133**; in **Interband Cascade Lasers without Grown Top Cladding Layer**, set forth in a Provisional application for Letters Patent of the United States filed on October 24, 2016 as U.S. Provisional Patent Application No. **62/411,704**; and in **Weakly Index-Guided Interband Cascade Lasers with No Grown Top Cladding Layer or a Thin Top Cladding Layer**, set forth in a Patent application for Letters Patent of the United States filed on June 23, 2017 as U.S. Patent Application No. **15/631,040**; 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(s) for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon and in and to any foreign patents to be obtained therefor 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, Assignor is obligated as employee of Sotera Defense Solutions, Inc. (Contractor) to assign inventions to Contractor, and Contractor is obligated to the Government under contract no. N00173-14-D-2023;

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, 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(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 United States 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, 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 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, 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(s) 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(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 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 right to claim priority to the application(s) identified above.

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(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.

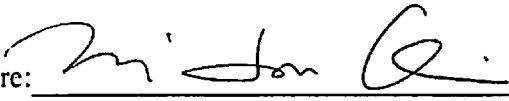
AND Assignor hereby appoints all practitioners at Customer Number 26384, all of US Naval Research Laboratory, 4555 Overlook Ave, SW, Code 1008.2, Washington, DC 20375, jointly, and each of them severally, my attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, 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.

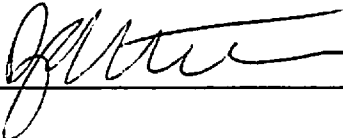
AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

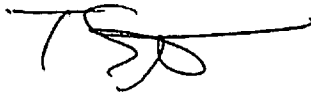
with the rules of the United States Patent and Trademark Office and any foreign patent office for recordation of this document:

US NAVAL RESEARCH LABORATORY

All practitioners at Customer Number 26384.

Date: 6/20/2017 Signature: 
Mijin Kim, Assignor

Date: 6/20/2017 Witness Signature: 

Date: 6/20/17 Witness Signature: 

Date: 8/1/17 Signature: K. L. Broome
Kerry L. Broome, for Assignee, The
Government of the United States of
America

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(s) (including prosecution and settlement of interferences) on the above-identified invention(s), and any substitution, division, continuation-in-part, or continuation of such patent application(s) and any application for reissue of any patent resulting from such patent application(s).

Sotera Defense Solutions, Inc.

Frances
Harvey

Digitally signed by Frances Harvey
DN: cn=Frances Harvey, o=Sotera
Defense Solutions, Inc., ou,
email=frances.harvey@soteradefense.c
om, c=US
Date: 2017.08.01 12:34:00 -0400

01 August 2017

Date

Authorized Signer:
Title: