

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4889560

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
REGINALD OHARA	08/30/2017
PAUL FALCONE	03/13/2018
RECEIVING PARTY DATA	
Name:	GOVERNMENT OF THE UNITED STATES AS REPRESENTED BY THE SECRETARY OF THE AIR FORCE
Street Address:	2240 B STREET
Internal Address:	BLDG 11, ROOM 204
City:	WRIGHT-PATTERSON AFB
State/Country:	OHIO
Postal Code:	45433-7109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15939397
CORRESPONDENCE DATA	
Fax Number:	(937)255-3733
<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:	afmclo.jaz.1@us.af.mil
Correspondent Name:	DEPARTMENT OF THE AIR FORCE AFMCLO/JAZ
Address Line 1:	2240 B STREET
Address Line 2:	BUILDING 11
Address Line 4:	WRIGHT-PATTERSON AFB, OHIO 45433-7109
ATTORNEY DOCKET NUMBER:	AFD 1620
NAME OF SUBMITTER:	TIMOTHY M. BARLOW
SIGNATURE:	/ Timothy M Barlow /
DATE SIGNED:	03/29/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2	
source=Assignment-Contractor_Falcone_AFD-1620_signed#page1.tif	

**ASSIGNMENT
(Contractor Inventor)**

WHEREAS, I, PAUL FALCONE, while employed by MusclePharm Corporation ("Contractor"), jointly made or contributed to an invention under contract/subcontract number Contract Number, as described in invention disclosure AFD-1620 entitled "TRAINING SUPPLEMENT," to be filed as an application for Letters Patent of the United States (Application Serial Number 15/939397, filed 3/29/2018), and I hereby authorize and request Air Force Patent Counsel to insert here in the above parentheses (Application Serial Number, filed) the filing date and application number of said application when known;

WHEREAS, The above-identified application for Letters Patent was made or authorized to be made by me;

WHEREAS, I believe that I am an original joint inventor of a claimed invention in the application;

WHEREAS, I hereby acknowledge that any willful false statement made in this Declaration/Assignment is punishable under 18 U.S.C. § 1001 by fine, imprisonment of not more than five (5) years, or both; and

WHEREAS, Contractor and/or I, PAUL FALCONE, has indicated its intention to NOT elect title and NOT file an application for Letters Patent on the aforesaid invention.

NOW, THEREFORE, to all whom it may concern, be it known that in recognition of my obligation to the Government of the United States under the above contract and by agreement, or in consideration of the premises and other valuable consideration, I, PAUL FALCONE, elect herein to:

HEREBY HAVE SOLD, ASSIGNED, AND TRANSFERRED, and by these presents do sell, assign, and transfer unto the Government of the United States as represented by the Secretary of the Air Force, my entire right, title, and interest, in and to the aforesaid invention described in the invention disclosure, all subsequent information to support that aforesaid invention, and the resulting application for Letters Patent of the United States including all Letters Patent issuing thereon, and any continuations, continuations-in-part, divisions, and reissues or extensions thereof; and all patent applications claiming priority resulting from the filing of the aforesaid application for patent in the United States in any jurisdiction throughout the world, subject to the reservation of any license to which Contractor and/or I, PAUL FALCONE, may be entitled under the above contract;

HEREBY AUTHORIZE AND REQUEST any official whose duty it is to issue patents, to issue any patent thereon to the Government of the United States, as represented by the Secretary of the Air Force, and his successors, as assignee of my entire right, title, and interest in and to the same, for the sole use for the full term or terms for which said patents and any continuations, continuations-in-part, divisions, and reissues or extensions thereof are, or may be, granted as fully and entirely as the same would have been held by me had this Assignment not been made; and

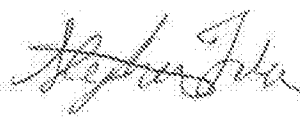
HEREBY AGREE to execute, and assist with executing, any and all applications for Letters Patent, to furnish all data and documents and to execute any papers which may be necessary or convenient for the preparation, filing, or prosecution of such applications, except it is understood that Contractor and/or I, PAUL FALCONE, shall not be subject to any out-of-pocket expense relative to such action.

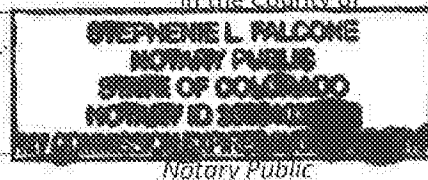
Contractor joins in and agrees to this assignment and, except for the reservation of any license under the above contract, relinquishes, and assigns to the Government of the United States, as represented by the Secretary of the Air Force its entire right, title, and interest throughout the world in and to such inventions, and further agrees to furnish to the Government of the United States, upon request, any available information and documents necessary for the timely preparation, filing, and prosecution of such applications, for Letters Patent.


PAUL FALCONE

SUBSCRIBED AND ACKNOWLEDGED before me by PAUL FALCONE this 13th day of

March 2018, at the city of Denver in the County of Denver and State of Colorado





ASSIGNMENT
(Government Inventor)

WHEREAS, I, REGINALD B. O'HARA, while employed by the Government of the United States, made or contributed to an invention described in invention disclosure AFD 1620 entitled "TRAINING SUPPLEMENT," to be filed as an application for Letters Patent of the United States (Application Serial Number 15/939397, filed 3/29/2018), and I hereby authorize and request Air Force Patent Counsel to insert here in the above parentheses (Application Serial Number, filed) the filing date and application number of said application when known; and

WHEREAS, the conditions under which said invention was made are such as to entitle the Government of the United States as represented by the Secretary of the Air Force, under Paragraph 1(a) of Executive Order 10096, to the entire right, title and interest therein, including foreign rights;

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the premises and other valuable considerations, I, REGINALD B. O'HARA:

HEREBY HAVE SOLD, ASSIGNED, AND TRANSFERRED, and by these presents do sell, assign, and transfer unto the Government of the United States as represented by the Secretary of the Air Force, my entire right, title, and interest, in and to the aforesaid invention described in the invention disclosure, all subsequent information to support that aforesaid invention, and the resulting application for Letters Patent of the United States including all Letters Patent issuing thereon, and any continuations, continuations-in-part, divisions, and reissues or extensions thereof; and all priority resulting from the filing of the aforesaid application for patent in the United States;


HEREBY AUTHORIZE AND REQUEST any official whose duty it is to issue patents, to issue any patent thereon to the Government of the United States, as represented by the Secretary of the Air Force, and his successors, as assignee of my entire right, title and interest in and to the same, for the sole use for the full term or terms for which said patents and any continuations, continuations-in-part, divisions and reissues or extensions thereof are, or may be, granted as fully and entirely as the same would have been held by me had this Assignment not been made;

HEREBY ALSO GRANT to the Government of the United States, as represented by the Secretary of the Air Force, the option to take the entire right, title and interest in the invention or all applications for Letters Patent thereon in all countries or jurisdictions foreign to the United States in which the Government of the United States may file, or cause to be filed, applications for Letters Patent, without payment to me of any further consideration; provided, however, that this grant of an option to take foreign rights in the invention must be exercised by written notice to me within eight months of the first filing date of any application for United States Letters Patent covering the invention or within eight months from the declassification of the invention, whichever is later, and that all foreign rights not exercised under the option are left to me, subject to a nonexclusive, irrevocable, royalty-free license to the Government of the United States in any patent which may issue on said invention in any country or jurisdiction foreign to the United States, including the power to issue sublicenses for use on behalf of the Government of the United States and/or in furtherance of the foreign policies of the United States of America; and

HEREBY AGREE to execute any and all applications for Letters Patent, and to furnish all data and documents and to execute any papers which may be necessary or convenient for the preparation, filing, or prosecution of such applications, except it is understood that I shall not be subject to any out-of-pocket expense relative to such action.


REGINALD B. O'HARA

SUBSCRIBED AND ACKNOWLEDGED before me by REGINALD B. O'HARA this 30 day of August 2017, at the city of Beaverneck in the County of Greene and State of Ohio.

 CAMERON ANNE STEWART
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
07-06-2022


Notary Public