

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6103426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VYTRONUS, INC.	12/20/2019
RECEIVING PARTY DATA	
Name:	AURIS HEALTH, INC.
Street Address:	150 SHORELINE DRIVE
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15695562
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	mail@changhale.com
Correspondent Name:	CHANG & HALE LLP
Address Line 1:	4199 CAMPUS DRIVE
Address Line 2:	SUITE 550
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	31760-718.302
NAME OF SUBMITTER:	ALAN T. HALE
SIGNATURE:	/Alan T. Hale/
DATE SIGNED:	05/12/2020
Total Attachments: 13	
source=Vyrtonus-to-Auris_Patent_Assignment_2019-12-27#page1.tif	
source=Vyrtonus-to-Auris_Patent_Assignment_2019-12-27#page2.tif	
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source=31760-718.302_Statement373#page2.tif
source=31760-718.302_Statement373#page3.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Assignment”) is dated as of December 27, 2019 (“Effective Date”), and is made from Vytronus, Inc., a Delaware corporation (“Assignor”), to Auris Health, Inc., a Delaware corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the owner of those certain patent registrations and applications set forth in the attached Schedule A (the “Patents”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated December 23, 2019 (the “Purchase Agreement”), by and between Assignor and Assignee, Assignee has agreed to purchase, take delivery of and acquire, and Assignor has agreed to sell, convey, deliver, transfer and assign to Assignee, all of Assignor’s right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. Effective upon the Effective Date, Assignor hereby sells, conveys, delivers, transfers and assigns to Assignee all of its right, title and interest in, to and under (a) the Patents, (b) the right to claim priority in the United States and before any international conventions and any other foreign jurisdictions, and continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, modifications, substitutions, and where relevant supplementary protection certificates, (c) all applications and registrations for the Patents, and (d) any and all rights, benefits, privileges and proceeds under the Patents throughout the world, including, without limitation, (i) any and all claims by Assignor against any third party for past, present or future infringement, dilution, misappropriation, misuse or other violation of any of the Patents, (ii) the exclusive right to apply for and maintain all registrations, renewals and/or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

2. Recordation. Effective upon the Effective Date, Assignee shall be responsible for and shall pay all costs relating to the registration, maintenance and prosecution of the Patents, including without limitation payment of any associated fees therefor, for the notarization, authentication, legalization or consularization of the signatures hereof, and for the recording of such assignment documents with the appropriate governmental authorities. Assignor agrees that Assignee shall have the rights to register and record its rights in the Patents, in its name, in the United States Patent and Trademark Office or in any foreign equivalent thereof.

3. Attorney. Assignor hereby appoints Assignee as Assignor’s true and lawful attorney in fact for the sole purpose of this Assignment, with full power of substitution in Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Patents that may have accrued in Assignor’s favor from the respective date of first creation of any of the Patents to the date of this Assignment.

4. Further Assurances. Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the reasonable request and expense of Assignee, do all lawful and just acts, including without limitation the execution and acknowledgment of instruments that may be or become necessary to effect or formalize the transfer of the Patents.

5. Miscellaneous. This Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts together constitute one and the same instrument. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of laws principles.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

VYTRONUS, INC

By: [Signature]
Name: John Pavlidis
Title: President & CEO

[Jurisdiction]

_____, ss.

On this _____ day of _____, 20____, before me, the undersigned notary public,
Day Month

personally appeared _____,
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which
was/were _____,
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

SEE
ATTACHED

as _____ for
Title of Office

VYTRONUS, INC., a Delaware corporation

Signature of Notary Public

Place Notary Seal and/or Stamp above

[Signature Page to Patent Assignment Agreement]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

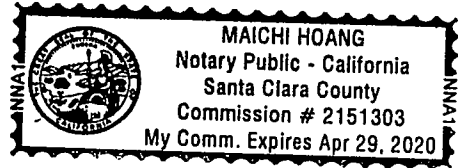
State of California
County of Santa Clara)

On December 20, 2019 before me, Maichi Hoang, Notary Public
(insert name and title of the officer)

personally appeared John Pavlidis
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

AURIS HEALTH, INC.

By: 

Name: *Fred Mell*

Title: *President*

[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 052642 FRAME: 0487

Schedule A

Patents

Registered Patents:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
METHOD FOR ABLATING BODY TISSUE	7,950,397	05/31/11	United States
DEVICE AND METHOD FOR ABLATING BODY TISSUE	7,942,871	05/17/11	United States
METHODS FOR ABLATING BODY TISSUE	8,146,603	04/03/12	United States
METHOD FOR ABLATING BODY TISSUE	8,511,317	08/20/13	United States
METHOD FOR ABLATING BODY TISSUE	8,607,800	12/17/13	United States
METHOD FOR ABLATING BODY TISSUE	9,737,325	08/22/17	United States
METHOD FOR ABLATING BODY TISSUE	10,052,121	08/21/18	United States
METHOD FOR ABLATING BODY TISSUE	10,349,966	07/16/19	United States
SYSTEM AND METHOD FOR POSITIONING AN ELONGATE MEMBER WITH RESPECT TO AN ANATOMICAL STRUCTURE	9,155,588	10/13/15	United States
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	10,368,891	08/06/19	United States
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	9,033,885	05/19/15	United States
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	9,220,924	12/29/15	United States
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	9,833,641	12/05/17	United States
SYSTEM AND METHOD FOR DELIVERY OF ENERGY TO TISSUE WHILE COMPENSATING FOR COLLATERAL TISSUE	9,907,983	03/06/18	United States
SYSTEM AND METHOD FOR DELIVERY OF ENERGY TO TISSUE WHILE	8,414,508	04/09/13	United States

COMPENSATING FOR COLLATERAL TISSUE			
SYSTEM AND METHOD FOR ANATOMICAL MAPPING OF TISSUE AND PLANNING ABLATION PATHS THEREIN	9,192,789	11/24/15	United States
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	8,475,379	07/02/13	United States
SYSTEMS AND METHODS FOR IMAGING AND ABLATING BODY TISSUE	9,737,323	08/22/17	United States
SYSTEMS AND METHODS FOR IMAGING AND ABLATING BODY TISSUE	10,154,831B2	12/18/18	United States
DISPLAY SCREEN WITH A TRANSITIONAL GRAPHICAL INTERFACE	D814502S1	04/03/18	United States
TISSUE NECROSIS METHODS AND APPARATUS	10,286,231B2	05/14/19	United States
DEVICE FOR ABLATING BODY TISSUE	10/24/13	2007249248	Australia
DEVICE FOR ABLATING BODY TISSUE	08/21/14	2012232978	Australia
DEVICE FOR ABLATING BODY TISSUE	07/14/16	2014210611	Australia
DEVICE FOR ABLATING BODY TISSUE	10/05/17	2016204484	Australia
DEVICE FOR ABLATING BODY TISSUE	12/01/15	2,652,126	Canada
DEVICE FOR ABLATING BODY TISSUE	11/15/13	5410962	Japan
DEVICE FOR ABLATING BODY TISSUE	01/23/15	5685230	Japan
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	05/07/15	2009257370	Australia
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	04/24/18	2,726,934	Canada
METHOD AND SYSTEM FOR POSITIONING AN ENERGY SOURCE	11/20/14	2009270717	Australia
METHOD AND SYSTEM FOR POSITIONING AN ENERGY SOURCE	11/24/16	2014257730	Australia
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	05/01/14	2009270716	Australia
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	09/17/15	2012232971	Australia
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	2307098	European Patent Convention
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	2540348	European Patent Convention

SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	2307098	France
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	2540348	France
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	602009029836.4	Germany
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	602009037455.9	Germany
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	2307098	Italy
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	2540348	Italy
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	2307098	Netherlands
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	2540348	Netherlands
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	2307098	Spain
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	2540348	Spain
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/04/15	2307098	United Kingdom
SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	03/30/16	2540348	United Kingdom
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	05/18/18	2742787	Canada
METHODS AND SYSTEMS FOR ABLATING TISSUE	08/11/16	2010315625	Australia
METHODS AND SYSTEMS FOR ABLATING TISSUE	01/14/16	2012232969	Australia
METHODS AND SYSTEMS FOR ABLATING TISSUE	08/03/16	ZL201210366402.4	China (People's Republic)
METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	European Patent Convention
METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	France
METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	Germany
METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	Italy
METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	Netherlands

METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	Spain
METHODS AND SYSTEMS FOR ABLATING TISSUE	09/02/15	2540347	United Kingdom
INTEGRATED ABLATION AND MAPPING SYSTEM	11/24/16	2012242590	Australia
INTEGRATED ABLATION AND MAPPING SYSTEM	12/07/16	ZL201280029166.5	China (People's Republic)
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	03/10/16	2009313687	Australia
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	08/31/17	2016201109	Australia
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	2352559	European Patent Office
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	2352559	Germany
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	2352559	Spain
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	2352559	France
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	2352559	United Kingdom
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	48252 BE 2014	Italy
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	12/25/13	2352559	Netherlands
SYSTEMS AND METHODS FOR ABLATING BODY TISSUE	05/27/16	5941281	Japan
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	06/11/09	9763642.7	European Patent Convention
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	06/11/09	2016-174234	Japan
DEVICE FOR ABLATING BODY TISSUE	05/11/07	12186737.8	European Patent Convention

Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
METHOD FOR ABLATING BODY TISSUE	15/989,912	05/25/18	United States
METHOD AND SYSTEM FOR POSITIONING AN ENERGY SOURCE	12/505,326	07/17/09	United States

SYSTEM AND METHODS FOR DELIVERING ENERGY TO TISSUE	12/505,335	07/17/09	United States
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	16/439,805	06/13/19	United States
SYSTEM AND METHOD FOR ULTRASONICALLY SENSING AND ABLATING TISSUE	16/170,566	10/25/18	United States
SYSTEM AND METHOD FOR ENERGY DELIVERY TO TISSUE WHILE MONITORING POSITION, LESION DEPTH, AND WALL MOTION	15/790,841	10/23/17	United States
SYSTEM AND METHOD FOR ANATOMICAL MAPPING OF TISSUE AND PLANNING ABLATION PATHS THEREIN	15/695,562	09/05/17	United States
METHODS AND SYSTEMS FOR ABLATING TISSUE	16/265,265	01/02/19	United States
TISSUE NECROSIS METHODS AND APPARATUS	16/367,458	03/28/19	United States
SYSTEM AND METHODS FOR ABLATING TISSUE	15/151,894	05/11/16	United States
SYSTEM AND METHOD FOR DELIVERING ENERGY TO TISSUE	13/630,674	09/28/12	United States
SYSTEM AND METHOD FOR ULTRASONICALLY SENSING AND ABLATING TISSUE	15/349,887	11/11/16	United States
SYSTEMS AND METHODS FOR IMAGING AND ABLATING TISSUE	15/343,128	11/03/16	United States
DEVICE FOR ABLATING BODY TISSUE	2,905,086	05/11/07	Canada
DEVICE FOR ABLATING BODY TISSUE	07783687.2	05/11/07	European Patent Convention
DEVICE FOR ABLATING BODY TISSUE	12186737.8	05/11/07	European Patent Convention
TISSUE NECROSIS METHODS AND APPARATUS	2,863,931	01/30/13	Canada
TISSUE NECROSIS METHODS AND APPARATUS	13744162.2	01/30/13	European Patent Convention
SYSTEM AND METHODS FOR ABLATING TISSUE	PCT/US2016/031841	05/11/16	Patent Cooperation Treaty
SYSTEMS AND METHODS FOR IMAGING AND ABLATING TISSUE	PCT/US2016/060452	11/04/16	Patent Cooperation Treaty

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(c)Applicant/Patent Owner: VytronUS, Inc.Application No./Patent No.: 15/695,562 Filed/Issue Date: September 5, 2017Titled: SYSTEM AND METHOD FOR ANATOMICAL MAPPING OF TISSUE AND PLANNING ABLATION PATHS THEREINVytronUS, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that, for the patent application/patent identified above, it is (choose **one** of options 1, 2, 3 or 4 below):

1. The assignee of the entire right, title, and interest.
2. An assignee of less than the entire right, title, and interest (check applicable box):
- The extent (by percentage) of its ownership interest is _____%. Additional Statement(s) by the owners holding the balance of the interest must be submitted to account for 100% of the ownership interest.
- There are unspecified percentages of ownership. The other parties, including inventors, who together own the entire right, title and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

3. The assignee of an undivided interest in the entirety (a complete assignment from one of the joint inventors was made). The other parties, including inventors, who together own the entire right, title, and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

4. The recipient, via a court proceeding or the like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a complete transfer of ownership interest was made). The certified document(s) showing the transfer is attached.

The interest identified in option 1, 2 or 3 above (not option 4) is evidenced by either (choose **one** of options A or B below):

- A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: THAPLIYAL, HIRA V., et al To: VYTRONUS, INC.The document was recorded in the United States Patent and Trademark Office at
Reel 043530, Frame 0444, or for which a copy thereof is attached.2. From: VYTRONUS, INC. To: SILICON VALLEY BANKThe document was recorded in the United States Patent and Trademark Office at
Reel 051147, Frame 0163, or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 052642 FRAME: 0493

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STATEMENT UNDER 37 CFR 3.73(c)3. From: SILICON VALLEY BANK To: VYTRONUS, INC.The document was recorded in the United States Patent and Trademark Office at
Reel 051435, Frame 0001, or for which a copy thereof is attached.

4. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached. Additional documents in the chain of title are listed on a supplemental sheet(s). As required by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Alan T. Hale/05/12/2020

Signature

Date

Alan T. Hale68,226

Printed or Typed Name

Title or Registration Number

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.