**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

**Submission Type**

- [x] New
- [ ] Resubmission (Non-Recordation)
- [ ] Correction of PTO Error
  - Reel #: Frame #: 
  - Corrective Document
  - Reel #: Frame #: 

**Conveyance Type**

- [ ] Assignment
- [ ] Security Agreement
- [ ] License
- [ ] Change of Name
- [ ] Merger
- [x] Confirmatory License
- U.S. Government
  (For Use ONLY by U.S. Government Agencies)
- [ ] Departmental File
- [ ] Secret File

**Conveying Party(ies)**

- Name (line 1): California, University of
- Name (line 2): 
- Second Party
  - Name (line 1): 
  - Name (line 2): 

**Receiving Party**

- Name (line 1): U.S. Department of Energy
- Name (line 2): 
- Address (line 1): P.O. Box 808 (L-376)
- Address (line 2): 
- Address (line 3): Livermore, CA 94550

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

- Name: 
- Address (line 1): 
- Address (line 2): 
- Address (line 3): 
- Address (line 4): 

---

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.
Correspondent Name and Address

Name: William C. Daubenspeck

Address (line 1): U.S. Department of Energy

Address (line 2): Lawrence Livermore National Laboratory

Address (line 3): P.O. Box 808 (MS L-376)

Address (line 4): Livermore, CA 94550

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 1

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/166236

Patent Number(s)

Number of Properties

Enter the total number of properties involved.

# 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 0.00

Method of Payment: Enclosed [ ] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the Deposit Account Number:

#

Authorization to charge additional fees: Yes [ ] No [ ]

[ ]

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Janet L. Rego
Name of Person Signing

Signature

Date 2/24/2000
CONFIRMATORY LICENSE

Title: Implantable Medical Sensor System
Inventor(s): Christopher B. Darrow et al.
Contract Number: W-7405-ENG-48
Contractor: Regents of the University of California

DOE Docket No.: S-88,599 (RL-14017)
Docket No.: IL-10141
U.S. Patent Application S.N.: 09/166,236
Filing Date: October 5, 1998
Waiver No.: W(C) 92-002-495

Foreign patent applications filed or intended to be filed at contractor's expense in (countries):

The Contractor certifies that a true copy of the provisions which govern patent rights in "subject inventions" under the above-identified contract is herewith submitted or has been submitted to the U.S. Department of Energy by certification dated February 29, 1996.

WHEREAS, the above-identified invention is a subject invention under the above-identified contract;

WHEREAS, the Class Waiver W(C) 92-002-600 of Government rights in certain identified inventions and the above-identified contract provides the Contractor with the right to elect to retain title in certain subject inventions and the Contractor has elected to retain title in the above-identified subject invention, EXCEPT FOR a paid-up license under the above-identified contract and the above-identified waiver, effective July 21, 1997.

ACCORDINGLY, the Contractor hereby confirms that under the provisions of the above-identified contract governing patent rights, it has granted to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. This license applies to the above-identified invention, the above-identified patent application(s), and any and all divisions or continuations thereof and any resulting patent or reissue patent which may be granted thereon.

The Government reserves for itself, and is hereby granted by the Contractor, the irrevocable power to inspect and make copies of the file wrapper(s) of the above-identified U.S. patent application and of any related or continuation patent application(s), whether domestic or foreign, for the above-identified invention.

It is understood and agreed that this instrument does not preclude the Government from asserting rights under the provisions of the above-identified contract or any other agreement between the Government and the Contractor, or any other rights of the Government with respect to the above-identified invention.

Signed on behalf of: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(Contractor)

Witness: [Signatures]

Terry K. Contreras, Administrative Assistant
(Name and Title)

By: [Signature]

Janet G. Tulk, Laboratory Counsel
(Print/Type Contractor Official's Name and Title)

300 Lakeside Drive, 22nd Floor
(Print/Type Contractor's Address)

Oakland, CA 94612-3550

Date 2-16-97

(RECORDED: 02/29/2000)

PATENT
REEL: 010611 FRAME: 0845