It appears that the ICE Henry Financial LD1 Fixed Price contract may satisfy the material liquidity, price linkage, and arbitrage criteria for SPDC determination. With regard to material liquidity, the high average daily trading volume indicates that the subject contract is relatively liquid. With respect to the price linkage and arbitrage tests, it is noted above that the ICE Henry Financial LD1 Fixed Price contract and the NYMEX's physically-delivered Natural Gas futures contract have the same final settlement prices. Moreover, ICE uses the NYMEX's forward settlement curve when conducting its mark-to-market accounting procedures to settle the subject contract on daily basis. An October 2007 CFTC publication entitled *Report on the Oversight of Trading on Regulated Futures Exchanges and Exempt Commercial Markets* (''ECM Study'') stated that traders and voice brokers view the subject ICE contract as economically equivalent to the NYMEX physically-delivered Natural Gas futures contract. [5] The ICE and NYMEX contracts essentially comprise a single market for natural gas derivatives trading, and traders look to both the ICE and to the NYMEX when determining where to execute a trade at the best price. The ECM Study also stated that the ICE natural gas contract acts as price discovery market. To this end, the ECM Study referenced an analysis [6] of whether the NYMEX, ICE, or both facilities exhibit price leadership with respect to their natural gas contracts. If a particular exchange's prices lead those on another exchange, then the former exchange's contract is thought of as a price discovery market. In 2006, the ICE's natural gas contract exhibited price leadership on 20 percent of the contract days; the NYMEX's physically-delivered natural gas contract, on the other hand, exhibited price leadership on 63 percent of the contract days. Based on these factors, the ECM Study concluded that the ICE and the NYMEX contracts are both price discovery venues for natural gas trading.

III. Request for Comment

In evaluating whether an ECM's agreement, contract, or transaction performs a significant price discovery function, section 2(h)(7) of the CEA directs the Commission to consider, as appropriate, four specific criteria: Price linkage, arbitrage, material price reference, and material liquidity. As it explained in Appendix A to the part 36 rules, the Commission, in making SPDC determinations, will apply and weigh each factor, as appropriate, to the specific contract and circumstances under consideration. In addition, as part of its evaluation, the Commission will consider the written data, views, and arguments from the ECM that lists the potential SPDC and from any other interested parties.

The Commission requests comment on whether the ICE's Henry Financial LD1 Fixed Price contract performs a significant price discovery function. Commenters' attention is directed particularly to Appendix A of the Commission's part 36 rules for a detailed discussion of the factors relevant to SPDC determination. The Commission notes that comments which analyze the contract in terms of these factors will be especially helpful to the determination process. In order to determine the relevance of comments received, the Commission requests that commenters explain in what capacity are they knowledgeable about the Henry Financial LD1 Fixed Price contract.

IV. Related Matters

A. Paperwork Reduction Act

The Paperwork Reduction Act of 1995 (''PRA'') [7] imposes certain requirements on Federal agencies, including the Commission, in connection with their conducting or sponsoring any collection of information, as defined by the PRA. Certain provisions of final Commission rule 36.3 impose new regulatory and reporting requirements on ECMs, resulting in information collection requirements within the meaning of the PRA; OMB previously has approved and assigned OMB control number 3038–0060 to this collection of information.

B. Cost-Benefit Analysis

Section 15(a) of the CEA [8] requires the Commission to consider the costs and benefits of its actions before issuing an order under the Act. By its terms, section 15(a) does not require the Commission to quantify the costs and benefits of an order or to determine whether the benefits of the order outweigh its costs; rather, it requires that the Commission ''consider'' the costs and benefits of its action. Section 15(a) further specifies that the costs and benefits shall be evaluated in light of five broad areas of market and public concern: (1) Protection of market participants and the public; (2) efficiency, competitiveness, and financial integrity of futures markets; (3) price discovery; (4) sound risk management practices; and (5) other public interest considerations.

The bulk of the costs imposed by the requirements of Commission Rule 36.3 relate to significant and increased information-submission and reporting requirements adopted in response to the Reauthorization Act's directive that the Commission take an active role in determining whether contracts listed by ECMs qualify as SPDCs. The enhanced requirements for ECMs will permit the Commission to acquire the information it needs to discharge its newly mandated responsibilities and to ensure that ECMs with SPDCs are identified as entities with the elevated status of registered entity under the CEA and are in compliance with the statutory terms of the core principles of section 2(h)(7)(C) of the Act. The primary benefit to the public is to enable the Commission to discharge its statutory obligation to monitor for the presence of SPDCs and extend its oversight to the trading of SPDCs.

C. Regulatory Flexibility Act

The Regulatory Flexibility Act (''RFA'') [9] requires that agencies consider the impact of their rules on small businesses. The requirements of part 36 affect exempt commercial markets. The Commission previously has determined that exempt commercial markets are not small entities for purposes of the RFA.[10] Accordingly, the Chairman, on behalf of the Commission, hereby certifies pursuant to 5 U.S.C. 605(b) that this Order, taken in connection with the part 36 rules, will not have a significant economic impact on a substantial number of small entities.

Issued in Washington, DC on June 9, 2009 by the Commission.

David A. Stawick,

Secretary of the Commission.

[FR Doc. E9–13871 Filed 6–11–09; 8:45 am]

BILLING CODE 6351–01–P

[5] *http://www.cftc.gov/stellent/groups/public/@newsroom/documents/file/pr5403-07_ecmreport.pdf.*)

[6] ECM Study at 11.

[7] 44 U.S.C. 3507(d).

[8] 7 U.S.C.19(a).

[9] 5 U.S.C. 601 *et seq.*

[10] 66 FR 42256, 42268 (Aug. 10, 2001).

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 09–C0019]

Mattel, Inc. and Fisher-Price, Inc., Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the **Federal Register** in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Mattel, Inc. and Fisher-Price, Inc., containing a civil penalty of $2,300,000.00.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by June 29, 2009.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 09–C0019, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 502, Bethesda, Maryland 20814–4408.

FOR FURTHER INFORMATION CONTACT: M. Reza Malihi, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814–4408; telephone (301) 504–7733.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: June 9, 2009.

Todd A. Stevenson,

Secretary.

Settlement Agreement

1. In accordance with 16 CFR 1118.20, Mattel, Inc. (''Mattel'') and Fisher-Price, Inc. (''Fisher-Price'') and the staff (''Staff'') of the United States Consumer Product Safety Commission (''CPSC'' or the ''Commission'') enter into this Settlement Agreement (''Agreement''). The Agreement and the incorporated attached Order (''Order'') settle the Staff's allegations set forth below.

Parties

2. The Commission is an independent federal regulatory agency established pursuant to, and responsible for the enforcement of, the Consumer Product Safety Act, 15 U.S.C. 2051–2089 (''CPSA'').

3. Mattel is a corporation organized and existing under the laws of the state of Delaware, with principal offices located in El Segundo, California. Fisher-Price, a wholly-owned subsidiary of Mattel, is a corporation organized and existing under the laws of the state of Delaware, with principal offices located in East Aurora, New York. At all times relevant hereto, Mattel and Fisher-Price (collectively, the ''Firms'') designed, imported and sold toys and children's products.

Staff Allegations Regarding Mattel

4. Between January 19, 2007 and July 27, 2007, Mattel imported into the United States approximately 253,000 units of ''Sarge'' die cast toy cars with markings of ''China'' and a ''7EA'' date code on the bottom (''Toy Cars''). Mattel shipped the Toy Cars to retailers from May 2007 to August 2007, and, in turn, they were sold to consumers at retail stores nationwide during that period for between $7 and $20 per unit.

5. Between September 30, 2006 and August 20, 2007, Mattel imported into the United States approximately 633,000 units of Barbie® accessory toys consisting of the following models: Barbie Dream Puppy House Playset; Barbie Dream Kitty Condo Playset; Barbie Table & Chairs Kitchen Playset; Barbie Bathtub & Toilet Bathroom Playset; Barbie Living Room Playset; Barbie Desk & Chair Bedroom Playset; and Barbie Couch & Table Living Room Playset (collectively, ''Accessory Toys''). Mattel shipped 439,000 of the Accessory Toys to retailers during that period, and, in turn, they were sold to consumers at retail stores nationwide from October 2006 to August 2007 for about $10 per unit.

6. The Toy Cars and the Accessory Toys (collectively, ''Mattel Products'') are ''consumer product(s),'' and, at all times relevant hereto, Mattel was a ''manufacturer'' of those consumer products, which were ''distributed in commerce,'' as those terms are defined in CPSA sections 3(a)(3), (5), (8), and (11), 15 U.S.C. 2052(a)(3), (5), (8), and (11).

7. The Mattel Products are articles intended to be entrusted to or for use by children, and, therefore, are subject to the requirements of the Commission's Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint, 16 CFR Part 1303 (the ''Lead Paint Ban''). Under the Lead Paint Ban, toys and other children's articles must not bear ''lead-containing paint,'' defined as paint or other surface coating materials whose lead content is more than 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film. 16 CFR 1303.2(b)(1).

8. During the summer of 2007, samples of the Mattel Products were tested for the presence of lead pursuant to the Lead Paint Ban. The test results demonstrated that certain samples of each of the Mattel Products contained levels of lead in excess of the permissible 0.06 percent limit set forth in the Lead Paint Ban.

9. On August 14, 2007, the Commission and Mattel announced a recall of the Toy Cars because ''[s]urface paints on the toys could contain levels of lead in excess of federal standards.'' Similarly, on September 4, 2007, the Commission and Mattel announced a recall of the Accessory Toys because ''[s]urface paints on the toys contain excessive levels of lead which is prohibited under federal law.'' At the time of each of the aforementioned recalls Mattel reported no incidents or injuries associated with the Mattel Products and excessive lead. Lead is toxic if ingested by young children and can cause adverse health consequences.

10. Mattel failed to ensure that the Mattel Products complied with the Lead Paint Ban.

11. The Mattel Products constitute ''banned hazardous products'' under CPSA section 8 and the Lead Paint Ban, 15 U.S.C. 2057 and 16 CFR 1303.1(a)(1), 1303.4(b), in that they bear or contain paint or other surface coating materials whose lead content exceeds the permissible limit of 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film.

12. Between September 2006 and August 2007, Mattel sold, manufactured for sale, offered for sale, distributed in commerce, or imported into the United States, or caused one or more of such acts, with respect to the Mattel Products, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). Mattel committed these prohibited acts ''knowingly,'' as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

13. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Mattel is subject to civil penalties for the aforementioned violations.

Staff Allegations Regarding Fisher-Price

14. Between April 19, 2007 and July 6, 2007, Fisher-Price imported approximately 967,000 units of various ''Sesame Street,'' ''Dora the Explorer,'' and other licensed character toys, comprising 83 different models (collectively, ''Licensed Character Toys''). Fisher-Price shipped about 678,000 of the Licensed Character Toys to retailers from May 2007 to August 2007 and, in turn, they were sold to consumers at retail stores nationwide during that period for between $5 and $40 per unit.

15. Between May 19, 2007 and August 1, 2007, Fisher-Price imported into the United States approximately 8,900 units of Big Big World 6-in-1 Bongo Band toys (''Bongo Band Toys''). Fisher-Price

shipped the Bongo Band Toys to retailers from May 2007 to August 2007, and, in turn, they were sold to consumers at retail stores nationwide from July 2007 to August 2007 for about $20 per unit.

16. Between July 31, 2006 and September 4, 2006, Fisher-Price imported into the United States approximately 3,000 units of GEOTRAX Freightway Transport locomotive toys and 80,000 units of GEOTRAX Special Track Pack locomotive toys (collectively, ''GEOTRAX Toys''). Fisher-Price shipped the GEOTRAX Toys to retailers from August 2006 to July 2007, and in turn, they were sold to consumers at retail stores nationwide from September 2006 to August 2007 for between $3 and $16 per unit.

17. Between May 17, 2007 and August 11, 2007, Fisher-Price imported into the United States approximately 37,500 units of Go Diego Go Animal Rescue Boat toys (''Boat Toys''). Fisher-Price shipped the Boat Toys to retailers during that period, and in turn, they were sold to consumers at retail stores nationwide from June 2007 through October 2007 for about $20 per unit.

18. The Licensed Character Toys, Bongo Band Toys, GEOTRAX Toys, and Boat Toys (collectively, ''Fisher-Price Products'') are ''consumer product(s),'' and, at all times relevant hereto, Fisher-Price was a ''manufacturer'' of those consumer products, which were ''distributed in commerce,'' as those terms are defined in CPSA sections 3(a)(3), (5), (8), and (11), 15 U.S.C. 2052(a)(3), (5), (8), and (11).

19. The Fisher-Price Products are articles intended to be entrusted to or for use by children, and, therefore, are subject to the requirements of the Lead Paint Ban.

20. During the summer and fall of 2007, samples of the Fisher-Price Products were tested for the presence of lead pursuant to the Lead Paint Ban. The test results demonstrated that certain samples of each of the Fisher-Price Products contained levels of lead in excess of the permissible 0.06 percent limit set forth in the Lead Paint Ban.

21. On August 2, 2007, the Commission and Fisher-Price announced the recall of the Licensed Character Toys because ''[s]urface paints on the toys could contain excessive levels of lead.'' Similarly, on September 4, 2007, a recall was announced regarding the Bongo Band Toys and the GEOTRAX Toys, because surface paints on the toys contain levels of lead in excess of the permissible 0.06 percent limit set forth in the Lead Paint Ban. This was followed by the October 25, 2007 announcement of a recall of the Boat Toys because ''[s]urface paints on the toys contain excessive levels of lead, which violates the federal standard prohibiting lead paint on children's toys.'' At the time of each of the aforementioned recalls Fisher-Price reported no incidents or injuries associated with the Fisher-Price Products. Lead is toxic if ingested by young children and can cause adverse health consequences.

22. Fisher-Price failed to ensure that the Fisher-Price Products complied with the Lead Paint Ban.

23. The Fisher-Price Products constitute ''banned hazardous products'' under CPSA section 8 and the Lead Paint Ban, 15 U.S.C. 2057 and 16 CFR 1303.1(a)(1), 1303.4(b), in that they bear or contain paint or other surface coating materials whose lead content exceeds the permissible limit of 0.06 percent of the weight of the total nonvolatile content of the paint or the weight of the dried paint film.

24. Between July 2006 and August 2007, Fisher-Price sold, manufactured for sale, offered for sale, distributed in commerce, or imported into the United States, or caused one or more of such acts, with respect to the Fisher-Price Products, in violation of section 19(a)(1) of the CPSA, 15 U.S.C. 2068(a)(1). Fisher-Price committed these prohibited acts ''knowingly,'' as that term is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

25. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Fisher-Price is subject to civil penalties for the aforementioned violations.

The Firms' Response

26. Mattel denies the Staff's allegations set forth above that it knowingly violated the CPSA.

27. Fisher-Price denies the Staff's allegations set forth above that it knowingly violated the CPSA.

Agreement of the Parties

28. Under the CPSA, the Commission has jurisdiction over this matter and over the Firms.

29. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by the Firms, or a determination by the Commission, that either of the Firms knowingly violated the CPSA.

30. In settlement of the Staff's allegations, Mattel shall pay, for and on behalf of both Firms, a civil penalty in the total amount of two million three hundred thousand dollars ($2,300,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. This payment shall be made by check payable to the order of the United States Treasury.

31. The Commission will not seek civil penalties for possible violations of sections 19(a)(1) and 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(1) and (4), regarding any information as to which the Firms, between March 1, 2007 and January 28, 2009, have adequately informed the CPSC (i) by submitting a Full Report under CPSA section 15(b), 15 U.S.C. 2064(b), and 16 CFR 1115.13(d), and/or (ii) by submitting complete information voluntarily by agreement with the Office of Compliance and Field Operations during said period. The Commission's agreement not to seek penalties will not relieve the Firms from the continuing duty to report to CPSC any new, additional or different information as required by CPSA section 15(b), 15 U.S.C. 2064(b) and the regulations at 16 CFR Part 1115. Regarding any information adequately and timely reported to CPSC by the Firms after January 28, 2009, whether submitted by agreement or otherwise, the Firms remain potentially liable for possible violations of section 19(a) of the CPSA, 15 U.S.C. 2068(a), other than subsection 19(a)(4), 15 U.S.C. 2068(a)(4). Except as expressly provided herein, nothing in this Agreement is intended nor may be construed to preclude, limit, or otherwise reduce the Firms' potential liabilities under any and all applicable laws, statutory provisions, regulations, rules, standards, and/or bans enforced or administered by CPSC.

32. Upon the Commission's provisional acceptance of the Agreement, the Agreement shall be placed on the public record and published in the **Federal Register** in accordance with the procedures set forth in 16 CFR 1118.20(e). In accordance with 16 CFR 1118.20(f), if the Commission does not receive any written request not to accept the Agreement within fifteen (15) days, the Agreement shall be deemed finally accepted on the sixteenth (16th) day after the date it is published in the **Federal Register**.

33. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, the Firms knowingly, voluntarily, and completely waive any rights they may have in this matter to the following: (1) An administrative or judicial hearing; (2) judicial review or other challenge or contest of the validity of the Commission's Order or actions; (3) a determination by the Commission of whether the Firms failed to comply with the CPSA and its underlying

regulations; (4) a statement of findings of fact and conclusions of law; and (5) any claims under the Equal Access to Justice Act.

34. The Commission may publicize the terms of the Agreement and Order.

35. The Agreement and Order shall apply to, and be binding upon, the Firms and each of their successors and assigns.

36. The Commission issues the Order under the provisions of the CPSA, and violation of the Order may subject those referenced in paragraph 35 to appropriate legal action.

37. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and Order may not be used to vary or contradict its terms. The Agreement shall not be waived, amended, modified, or otherwise altered, except in a writing that is executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

38. If any provision of the Agreement and Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and Order, such provision shall be fully severable. The balance of the Agreement and Order shall remain in full force and effect, unless the Commission and the Firms agree that severing the provision materially affects the purpose of the Agreement and Order.

Mattel, Inc.

Dated: 5–28–09
By:
Robert Normile
Senior Vice President, General Counsel and Secretary
Mattel, Inc.

Fisher-Price, Inc.

Dated: 5–28–09
By:
Robert Normile
Senior Vice President and Secretary
Fisher-Price, Inc.

Dated: 5–28–09
By:
Neil A. Goldberg, Esq.
Goldberg Segalla LLP.
665 Main Street, Suite 400, Buffalo, New York 14203
Counsel for Mattel, Inc. and for Fisher-Price, Inc.

U.S. Consumer Product Safety Commission Staff

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Office of the General Counsel

Dated: 5–29–09
By:
Ronald G. Yelenik
Assistant General Counsel
Office of the General Counsel

Dated: 5–29–09
By:
M. Reza Malihi
Trial Attorney
Division of Compliance
Office of the General Counsel

Order

Upon consideration of the Settlement Agreement entered into between Mattel, Inc. (''Mattel'') and Fisher-Price, Inc. (collectively referred to as the ''Firms''), and the U.S. Consumer Product Safety Commission (''Commission'') staff, and the Commission having jurisdiction over the subject matter and over the Firms, and it appearing that the Settlement Agreement and Order are in the public interest, it is

Ordered, that the Settlement Agreement be, and hereby is, accepted; and it is

Further Ordered, that Mattel shall pay, for and on behalf of the Firms, a civil penalty in the amount of two million three hundred thousand dollars ($2,300,000.00) within twenty (20) calendar days of service of the Commission's final Order accepting the Agreement. The payment shall be made by check payable to the order of the United States Treasury. Upon the failure of Mattel to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Mattel at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b).

Provisionally accepted and provisional Order issued on the 8th day of June 2009.

By Order of the Commission.

Todd A. Stevenson,
Secretary, U.S. Consumer Product Safety Commission.

[FR Doc. E9–13879 Filed 6–11–09; 8:45 am]
BILLING CODE 6355–01–P

DEPARTMENT OF DEFENSE

Department of the Navy

Notice of Availability of Government-Owned Inventions; Available for Licensing

AGENCY: Department of the Navy, DOD.

ACTION: Notice.

SUMMARY: The inventions listed below are assigned to the United States Government as represented by the Secretary of the Navy and are available for licensing by the Department of the Navy. U.S. Patent Application Number 11/417,283 filed on June 1, 2006, Navy Case Number 83036 entitled ''Imagery Analysis Tool''; U.S. Patent Application Number 10/956,522 filed on September 23, 2004, Navy Case Number 83683 entitled ''Method for Comparing Tabular Data''; U.S. Patent Application Number 11/251,535 filed on September 29, 2005, Navy Case Number 85000 entitled ''Just In Time Wiring Information System''; U.S. Patent Application Number 11/357,460 filed on February 14, 2006, Navy Case Number 96400 entitled ''Apparatus and Method to Amalgamate Substances''; U.S. Patent Application Number 11/482,303 filed on July 11, 2006, Navy Case Number 97495 entitled ''Hoisting Harness Assembly Tool''; U.S. Patent Application Number 11/998,863 filed on November 28, 2007, Navy Case Number 97722 entitled ''Method and Apparatus for Non-Invasively Estimating Body Core Temperature''; U.S. Patent Application Number 11/481,227 filed on July 7, 2006, Navy Case Number 97763 entitled ''Portable Medical Equipment Suite''; U.S. Patent Application Number 11/296,723 filed on December 6, 2006, Navy Case Number 97798 entitled ''Global Visualization Process for Personal Computer Platforms (GVP+); U.S. Patent Application Number 11/789,118 filed on April 5, 2007, Navy Case Number 98491B entitled ''Method of Producing and Controlling the Atomization of an Output Flow from a C–D Nozzle''; U.S. Patent Application Number 12/432,019 filed on April 28, 2009, Navy Case Number PAX06 entitled ''Method for Producing Nanoparticles''; U.S. Patent Application Number 12/469,197 filed on May 20, 2009, Navy Case Number PAX14 entitled ''Fast Rope''; U.S. Patent Number 5,520,331 entitled ''Liquid Atomizing Nozzle'' issued May 28, 1996; U.S. Patent Number 6,233,740 entitled ''Aircrew Integrated Recovery Survival Vest'' issued May 22, 2001; U.S. Patent Number 6,240,742 entitled ''Modular Portable Air-Conditioning System'' issued June 5, 2001; U.S. Patent Number 6,241,164 entitled ''Effervescent Liquid Fine Mist Apparatus and Method'' issued June 5, 2001; U.S. Patent Number 6,484,072 entitled ''Embedded Terrain Awareness Warning System for Aircraft'' issued November 19, 2002; U.S. Patent Number 6,598,802 entitled ''Effervescent Liquid Fine Mist Apparatus and Method'' issued July 29, 2003; U.S. Patent Number 6,659,963 entitled ''Apparatus for Obtaining Temperature and Humidity Measurements'' issued December 9, 2003; U.S. Patent Number 7,176,812 B1 entitled ''Wireless Blade Monitoring System and Process'' issued February 13, 2007; U.S. Patent Number 7,225,999 entitled ''Spray Array Apparatus'' issued June 5, 2007; U.S. Patent Number 7,331,183 B2 entitled