

warrant that they are duly authorized by Office Depot to execute the Agreement.

38. The signatories represent that they are authorized to execute this Agreement.

39. The Agreement is governed by the laws of the United States.

40. The Agreement and the Order shall apply to, and be binding upon, Office Depot and each of its successors, transferees, and assigns, and a violation of the Agreement or Order may subject Office Depot, and each of its successors, transferees and assigns, to appropriate legal action.

41. The Agreement and the Order constitute the complete agreement between the parties on the subject matter contained therein.

42. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. For purposes of construction, the Agreement shall be deemed to have been drafted by both of the parties and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

43. The Agreement may not be waived, amended, modified, or otherwise altered, except as in accordance with the provisions of 16 CFR 1118.20(h). The Agreement may be executed in counterparts.

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

Dated: May 11, 2015  
OFFICE DEPOT, INC.

By:  
Heather Stern  
Vice President, Associate General Counsel  
Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496

Dated: May 11, 2015

By:  
Daniel F. Katz  
Luba Shur  
Counsel to Office Depot, Inc.  
Williams & Connolly LLP  
725 Twelfth Street NW  
Washington, DC 20005

U.S. CONSUMER PRODUCT SAFETY  
COMMISSION  
Stephanie Tsacoumis  
General Counsel  
Mary T. Boyle

Deputy General Counsel  
Mary B. Murphy  
Assistant General Counsel  
Dated: May 11, 2015

By:  
Sean R. Ward  
Trial Attorney  
Division of Compliance  
Office of the General Counsel

# UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of:  
Office Depot, Inc.  
CPSC Docket No.: 15-C0004

## ORDER

Upon consideration of the Settlement Agreement entered into between Office Depot, Inc. ("Office Depot"), and the U.S. Consumer Product Safety Commission ("Commission"), and the Commission having jurisdiction over the subject matter and over Office Depot, and it appearing that the Settlement Agreement and the Order are in the public interest, it is:

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

**FURTHER ORDERED** that Office Depot shall comply with the terms of the Settlement Agreement and shall pay a civil penalty in the amount of three million, four hundred thousand dollars (\$3,400,000) within thirty (30) days after service of the Commission's final Order accepting the Settlement Agreement. The payment shall be made by electronic wire transfer to the Commission via: <http://www.pay.gov>. Upon the failure of Office Depot to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Office Depot at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). If Office Depot fails to make such payment or to comply in full with any other provision of the Settlement Agreement, such conduct will be considered a violation of the Settlement Agreement and Order.

Provisionally accepted and provisional Order issued on the 28th day of May, 2015.

By order of the Commission.

**Todd A. Stevenson,**  
Secretariat, U.S. Consumer Product Safety Commission.

[FR Doc. 2015-13422 Filed 6-2-15; 8:45 am]

**BILLING CODE 6355-01-P**

## DEPARTMENT OF DEFENSE

### Department of the Army

#### Intent To Grant an Exclusive License of U.S. Government-Owned Patents

**AGENCY:** Department of the Army, DoD.  
**ACTION:** Notice.

**SUMMARY:** In accordance with 35 U.S.C. 209 (e) and 37 CFR 404.7 (a)(1)(i), announcement is made of the intent to grant an exclusive, royalty-bearing,

revocable license to US Patent number 7,702,473, issued April 20, 2010, entitled, "Submersible portable in-situ automated water quality biomonitoring apparatus and method" and US Patent number 6,988,394, issued January 24, 2006, entitled, "Apparatus and method of portable automated biomonitoring of water quality" and US Patent number 6,393,899, issued May 28, 2002, entitled, "Apparatus and method for automated biomonitoring of water quality" and US Patent number 6,058,763 issued May 9, 2000, entitled, "Apparatus and method for automated biomonitoring of water quality" and Canada Patent number 2,515,062 issued April 17, 2012, entitled "Apparatus and method of portable automated biomonitoring of water quality" to Solution Resources, LLC, with its principal place of business at 7906 Juniper Drive, Frederick, MD 21702.

**ADDRESSES:** Commander, U.S. Army Medical Research and Materiel Command, ATTN: Command Judge Advocate, MCMR-JA, 504 Scott Street, Fort Detrick, MD 21702-5012.

**FOR FURTHER INFORMATION CONTACT:** For licensing issues, Mr. Barry Datlof, Office of Research & Technology Assessment, (301) 619-0033. For patent issues, Ms. Elizabeth Arwine, Patent Attorney, (301) 619-7808, both at telefax (301) 619-5034.

**SUPPLEMENTARY INFORMATION:** Anyone wishing to object to the grant of this license can file written objections along with supporting evidence, if any, within 15 days from the date of this publication. Written objections are to be filed with the Command Judge Advocate (see **ADDRESSES**).

**Brenda S. Bowen,**  
Army Federal Register Liaison Officer.  
[FR Doc. 2015-13419 Filed 6-2-15; 8:45 am]

**BILLING CODE 3710-08-P**

## DEPARTMENT OF DEFENSE

### Department of the Army

#### Intent To Grant an Exclusive License for a U.S. Government-Owned Invention

**AGENCY:** Department of the Army, DoD.  
**ACTION:** Notice.

**SUMMARY:** In accordance with 35 U.S.C. 209(e), and 37 CFR 404.7 (a)(1)(i), announcement is made of the intent to grant an exclusive, revocable license, to U.S. Provisional Patent No. 61/884,630, filed September 30, 2013, entitled "Intelligent Focused Assessment with Sonography for Trauma," and foreign

filing PCT/US2014/058374, filed September 30, 2014, entitled, "Automatic Focused Assessment with Sonography for Trauma Exams." The intended licensee is Cherokee Nation Diagnostic Innovations, with its principal place of business at 10838 E. Marshall St., Tulsa, OK, 74116.

**ADDRESSES:** Commander, U.S. Army Medical Research and Materiel Command, ATTN: Command Judge Advocate, MCMR-JA, 504 Scott Street, Fort Detrick, Frederick, MD 21702-5012.

**FOR FURTHER INFORMATION CONTACT:** For licensing issues, Barry M. Datlof, Office of Research and Technology Applications (ORTA), (301) 619-0033. For patent issues, Ms. Elizabeth Arwine, Patent Attorney, (301) 619-7808, both at telefax (301) 619-5034.

**SUPPLEMENTARY INFORMATION:** Anyone wishing to object to the grant of this license can file written objections along with supporting evidence, if any, within 15 days from the date of this publication. Written objections are to be filed with the Command Judge Advocate (see **ADDRESSES**).

**Brenda S. Bowen,**  
*Army Federal Register Liaison Officer.*  
[FR Doc. 2015-13420 Filed 6-2-15; 8:45 am]

**BILLING CODE 3710-08-P**

## DEPARTMENT OF DEFENSE

### Office of the Secretary

[Transmittal No. 15-36]

### 36(b)(1) Arms Sales Notification

**AGENCY:** Defense Security Cooperation Agency, Department of Defense.

**ACTION:** Notice.

**SUMMARY:** The Department of Defense is publishing the unclassified text of a section 36(b)(1) arms sales notification. This is published to fulfill the requirements of section 155 of Public Law 104-164 dated July 21, 1996.

**FOR FURTHER INFORMATION CONTACT:** Ms. B. English, DSCA/DBO/CFM, (703) 601-3740.

The following is a copy of a letter to the Speaker of the House of Representatives, Transmittal 15-36 with attached transmittal, policy justification, and Sensitivity of Technology.

Dated: May 29, 2015.

**Aaron Siegel,**

*Alternate OSD Federal Register Liaison Officer, Department of Defense.*

**BILLING CODE 5001-06-P**