

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