



REC

05-15-1998



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

T

Attorney's Docket No. 003810-007

To the Honorable Commissioner of Pate.

100709535

original documents or copy thereof.

1. Name of conveying party(ies):

1) Martin KOCH, 2) Günter UNTCH

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: January 12, 1998

2. Name and address of receiving party(ies):

Name: BUCK WERKE GmbH & CO.

Address: Geislinger Str. 21,

73337 Bad Überkingen, GERMANY

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

Serial No. 08/954,608

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alan E. Kopecki, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: One (1)

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed

☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

DO NOT USE THIS SPACE

40E

9. 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.*

Alan E. Kopecki  
Name of Person Signing

Signature

February 19 1998  
Date

Total number of pages including cover sheet, attachments, and document: Three (3)

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

PATENT

REEL: 9177 FRAME: 0380

(10/97)

## ASSIGNMENT (JOINT)

THIS ASSIGNMENT, by 1) MARTIN KOCH, and 2) GÜNTER UNTCH,  
residing at 1) JOHANNITERWEG 1, NEUENBURG/BADEN, GERMANY and  
2) WEILERTALSTR. 39, MÜLLEHIM/BADEN, GERMANY  
(hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements  
in METHODS AND APPARATUS FOR CONTROLLING FLOW OF MATERIAL PAST A FLAP VALVE,  
[ ] which is a provisional application to be filed herewith; [ ] which is a non-provisional  
application having an oath or declaration executed on even date herewith prior to filing of  
application; [✓] bearing Application No. 08/954,608, and filed on OCTOBER 20, 1997; and

WHEREAS, BUCK WERKE GMBH & CO., a corporation duly organized under  
and pursuant to the laws of GERMANY and having its principal place of business  
at GEISLINGER STR. 21, 73337 BAD ÜBERKINGEN, GERMANY (hereinafter referred to as "the Assignee"),  
is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file  
applications on said inventions and the entire right, title and interest in and to any applications,  
including provisional applications for Letters Patent of the United States or other countries claiming  
priority to said application, and in and to any Letters Patent or Patents, United States or foreign,  
to be obtained therefor and thereon.

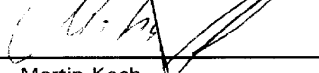

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and  
sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold,  
assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over,  
unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and  
interest in and to the above-mentioned inventions, the right to file applications on said inventions  
and the entire right, title and interest in and to any applications for Letters Patent of the United  
States or other countries claiming priority to said application, and any and all Letters Patent or  
Patents of the United States of America and all foreign countries that may be granted therefor and  
thereon, and in and to any and all applications claiming priority to said applications, divisions,  
continuations, and continuations-in-part of said applications, and reissues and extensions of said  
Letters Patent or Patents, and all rights under the International Convention for the Protection of  
Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf  
and the use and behalf of its successors, legal representatives, and assigns, to the full end of the  
term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same  
would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with  
the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and  
delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title,  
and interest in and to the inventions set forth in said applications and said applications, including  
provisions applications, above-mentioned, and that the same are unencumbered, and that the  
Assignors have good and full right and lawful authority to sell and convey the same in the manner  
herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with  
the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever  
counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall

advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>12.1.98</u>	Signature of Assignor	 _____ Martin Koch
Date <u>12.1.98</u>	Signature of Assignor	 _____ Günter Untch

