

07-22-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101096692

Attorney's Docket No. 024444-456

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FRAUNHOFER-GESELLSCHAFT ZUR
FORDERUNG DER ANGEWANDTEN FORSCHUNG
E.V.

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: July 2, 1999 and July 5, 1999

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

Name: SANDVIK AKTIEBOLAG

Address: S-811 81 Sandviken, Sweden

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)

B. Patent No.(s)

5,698,314 and 5,693,417

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ronald L. Grudziecki

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

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

☒ Enclosed

☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

DO NOT USE THIS SPACE

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.

Robert DeVos
Name of Person Signing

Signature

July 20, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

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

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

07/21/1999 MTHA11 00000308 5698314

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30.00 GP

(10/97)

PATENT
REEL: 010103 FRAME: 0157

ASSIGNMENT

THIS ASSIGNMENT, by FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG DER ANGEWANDTEN FORSCHUNG E.V. (hereinafter referred to as the "Assignor"), a corporation duly organized under and pursuant to the laws of Germany, and having its place of business at Leonrodstraße 54, D-80636, Munich, Germany, witnesseth:

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the inventions disclosed in the Letters Patent of the United States listed in Exhibit A to this Assignment, and all the Letters Patent or Patents of the United States and applications therefor derived from such patents, including, without limitation and whether or not yet filed, any divisions, continuations, and continuations-in-part of said applications, and re-examinations, reissues and extensions of said Letters Patent or Patents, and all corresponding foreign patents, patent applications and utility models worldwide (whether or not listed in Exhibit A) (hereinafter collectively referred to as "Letters Patents");

WHEREAS, SANDVIK AKTIEBOLAG, a corporation duly organized under and pursuant to the laws of Sweden, and having its principal place of business at S-811 81 Sandviken, Sweden (hereinafter referred to as "the Assignee"), is desirous of acquiring and has acquired as of June 1, 1999 the entire right, title, and interest in and to said Letters Patents, as well as any and all agreements pursuant to which the Assignor has or may have licensed the Letters Patents and any and all rights, claims and causes of action, whether or not accrued, under the Letters Patents;

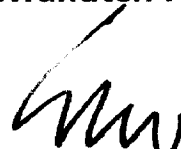
WHEREAS, for the sake of good order an assignment to Assignee should be made;

NOW, THEREFORE, effective as of June 1, 1999 in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns its entire right, title, and interest in and to said Letters Patents, as well as any and all agreements pursuant to which the Assignor has licensed the Letters Patents and any and all rights, claims and causes of action, whether or not accrued, under the Letters Patents, 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 Patents may be or have been granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;


AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of its entire right, title, and interest in and to the Letters Patents, as well as any and all agreements pursuant to which the Assignor has licensed the Letters Patents and any and all rights, Claims and causes of action, whether or not accrued, under the Letters Patents, and that the same are unencumbered, and that the Assignor has 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 Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor 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 Letters Patents, or any proceeding in connection with the Letters Patents in any country, including interference proceedings, 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 said Letters Patents, 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.

**Fraunhofer-Gesellschaft zur Förderung der
angewandten Forschung e.V.**

Date: July, 2, 1999 By: 
Dirk Meints Polter

Title: _____
Senior Vice President

Date: July, 5, 1999 By: 
Lorenz Kaiser

Title: _____
Division Director Legal Affairs and
Contracts

Exhibit A

Patent Applications/Patents

Country	Patent Number	issuing date
Germany:	59 600 112	March 11, 1998
	59 600 112	March 25, 1998
Europe:	7444 72	March 11, 1998
	7444 73	March 25, 1998
Austria:	16 39 77	March 11, 1998
	16 43 98	March 25, 1998
Belgium:	7444 72	March 11, 1998
	7444 73	March 25, 1998
Switzerland/Liechtenstein:	7444 72	March 11, 1998
	7444 73	March 25, 1998
Denmark:	7444 72	March 11, 1998
	7444 73	March 25, 1998
France:	7444 72	March 11, 1998
	7444 73	March 25, 1998
Great Britain:	7444 72	March 11, 1998
	7444 73	March 25, 1998
Sweden:	7444 72	March 11, 1998
	7444 73	March 25, 1998
United States:	5,698,314	Dec. 16, 1997
	5,693,417	Dec. 02, 1997