21141 08-12-1999 Form **PTO-1595** SHEET U.S. Department of Commerce Patent and Trademark Office 101115394 To the Honorable Commissioner c ched original documents or copy(ies) thereof 2. Name and address of receiving party(ies): Name of conveying party(ies): Nikola ANASTASIJEVIC Stefan LAIBACH METALLGESELLSCHAFT AKTIENGESELLSCHAFT **Dietrich WERNER** Jean-Paul NEPPER **BOCKENHEIMER LANDSTRASSE 73 - 77** Holger LANGSCHIED Heinrich CIESLAK D-60325 FRANKFURT/MAIN **GERMANY** Additional name(s) of conveying party(ies) attached? No 3. Nature of conveyance: Merger Security Agreement □ Change of Name Other Execution Date: 31 May, 14, 23 June, 1 July 1999 Additional name(s) & address(es) altached? No Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s). B: Patent No(s). 09/319,362 (US Phase of PCT/EP97/06505) Additional numbers attached? No 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: The Firm of Karl F. Ross P.C. 7. Total fee (37CFR3.41) \$40 **Customer Number 000535** 5676 Riverdale Avenue Box 900 Authorized to be charged to deposit account Riverdale (Bronx), NY 10471-0900 8. Charge any deficiency to Deposit account: 18-2025 Tel: (718) 884-6600 Do not use this space 00000098 09319362 07/14/1999 PUOLPE ⁵⁸¹Statement 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. Herbert Dubno Reg. 19,752 7 July 1999

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

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21141 ASSIGNMENT

In Consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Nikola ANASTASIJEVIC, Zum Niddersteg 11, D-63674 Altenstadt, Germany;

Stefan LAIBACH, Hauptstrasse 45, D-36419 Geismar, Germany;

Dietrich WERNER, Lindenweg 13, D-64409 Messel, Germany;

Jean-Paul NEPPER, Obere Römerhofstrasse 51, D-61381 Friedrichsdorf, Germany;

Holger LANGSCHIED, Schaumburger Strasse 26, D-65582 Diez, Germany; and

Heinrich CIESLAK, Emil-Claar-Strasse 17, D-60322 Frankfurt/Main, Germany

hereby sell, assign and transfer to

METALLGESELLSCHAFT AKTIENGESELLSCHAFT

a joint stock company of Germany having a place of business at

Bockenheimer Landstrasse 73 - 77 D-60325 Frankfurt/Main Germany

its successors, assigns, and legal representatives, our entire right title and interest for the United States and all foreign countries, in and to the improvements disclosed in the application for United States Letters Patent which has been executed by the undersigned concurrently herewith as the US national phase of PCT application PCT/EP97/06505 filed 21 November 1997 and which is entitled

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and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements.

We agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all rightful Oaths, Assignments, Powers of Attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee, its successors, assigns, and legal representatives; and

We covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey same as herein expressed is possessed by the undersigned.

Date: 31 May 1999

Nikola ANASTASLIEVIC

ite: 14 June 1999

Date: 31. Mag 1999

Date: 14 Tune 1389

Stefan LAIBACH

Dietrich WERNER

Jean-Paul NEPPER

Date: 23, 6, 99

Date: 01.07.1999