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09-03-1999



101134907

To the Honorable Commissioner of Patent.

ched original documents or copy thereof.

1. Name of conveying party(ies):

Yuriy N. Pchelnikov  
David S. Nyce

Name: MTS SYSTEMS CORPORATION

Internal Address: 3001 Sheldon Drive

Cary, North Carolina 27519

Street Address: 1400 Technology Drive

City: Eden Prairie State: MN ZIP: 55344

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: \_\_\_\_\_

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: August 23, 1999

A. Patent Application No.(s)

09/379840

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David M. Ostfeld  
Address: Chamberlain, Hrdlicka, White, Williams & Martin  
1200 Smith Street, Suite 1400  
Houston, Texas 77002-4310

Street Address: Chamberlain, Hrdlicka, White, Williams & Martin  
1200 Smith Street, Suite 1400

City: Houston State: Texas ZIP: 77002-4310

6. Total number of applications and patents involved: \_\_\_\_\_

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

- ☐ Previously paid by check  
☐ Authorized to be charged to deposit account

8. Deposit account number:

15-0697

(Attach duplicate copy of this page if paying by deposit account)

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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.

David M. Ostfeld

Name of Person Signing

Signature

August 23, 1999

Date

Total number of pages comprising cover sheet: one (1)

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\*10326-000047 8/18/99

## ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, we, who have made an invention in **ELECTROMAGNETIC METHOD OF THE ANGULAR DISPLACEMENT MONITORING** assign, sell, transfer and convey to **MTS SYSTEMS CORPORATION**, a corporation having an office in **Eden Prairie, Minnoseta**, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in **ELECTROMAGNETIC METHOD OF THE ANGULAR DISPLACEMENT MONITORING**;
2. My United States of America patent application filed concurrently herewith on said invention, Attorney's File No. **91-326-47**, entitled: **ELECTROMAGNETIC METHOD OF THE ANGULAR DISPLACEMENT MONITORING**, and executed currently with this Assignment;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future authorized or unauthorized use of said invention and for infringement of said patents and like protection;
7. The right of Assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and

8. All international rights of priority associated with said invention, applications, patents and like protection;

(hereinafter "Rights").

Further, I covenant and agree that I will, at the expenses of Assignee, its successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

- (1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and

- (2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for reissuance or reexamination of letters patent, and for interference proceedings involving and covering any of the Rights, and

- (3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

Further, I warrant that I have the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon me, my heirs, administrators, executors, successors, trustees, devisees and assigns.

Further, this Agreement shall inure to Assignee, its successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

Date: August 19, 1999

By: Yuriy Pchel  
**Yuriy N. Pchelnikov**

At: Cary, North Carolina

STATE OF North Carolina §  
COUNTY OF Wake §

BEFORE ME, the undersigned authority, on this day personally appeared **YURIY N. PCHELNIKOV**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 1999.

[SEAL]

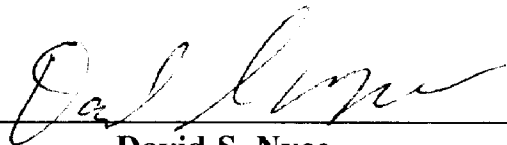
Bonnie A. Mills  
Notary Public Signature

Notary Printed Name Bonnie A. Mills

Commission Expires Dec 29, 2001

EXECUTED at the time and place indicated below opposite the signature:

Date: August 19, 1999

By:   
David S. Nyce

At: Cary, North Carolina


STATE OF North Carolina §

COUNTY OF Wake §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID S. NYCE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of August, 1999.

[SEAL]

  
Notary Public Signature

Notary Printed Name Bonnie A. Millis

Commission Expires Dec 29, 2001

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