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U.S. Patent & TMOfc/TM Mail Ropt Dt. #31

ssioner of Patents and Trademarks:

1. Name of conveying party(ies):

Bernhard FAHRNBAUER and Patrick WEIGERT

3. Nature of conveyance: ASSIGNMENT

Effective Date: October 23, 1998

Execution Date(s): January 10, 2000

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

Bayerische Motoren Werke Aktiengesellschaft Petuelring 130 80809 Munich Germany

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

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

A. Patent Application No.(s):

B. Patent No.(s):

09/421,893

PΊ

Filing Date: October 21, 1999

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

Mark Young, President THE WHITAKER CORPORATION 4550 New Linden Hill Road Suite 450 Wilmington, DE 19808

- **6.** Total number of applications and patents involved: One
- 7. Total fee (37 CFR 3.41) \$40.00 AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT
- 8. Deposit Account #23-1950

ATTACH DUPLICATE COPY OF THIS PAGE

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.

Total number of pages including cover saeet attachments, and document: 3

Driscoll A. Nina

Registration No. 34685 Attorney for Applicant(s) Date: January 24, 2000

Docket No. 40872 US

02/28/2000 TTDN11

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40.00 CH

PATENT REEL: 010568 FRAME: 0618

ASSIGNMENT

We, Bernhard FAHRNBAUER and Patrick WEIGERT, who reside respectively at:

Bergmannstr. 33, 80339 München, Germany; and Max-Ander-Str. 66a, 85375 Neufahrn, Germany;

have made certain inventions or discoveries (or both) set forth in a patent application in Germany entitled:

"AN OPTICAL FIBER TERMINATION FEATURING ULTRASONIC RETENTION OF A PLASTIC OPTICAL FIBER END"

which application was executed by the inventor(s) on the date(s) of execution of this assignment and is identified by The Whitaker Corporation File Number 40872, and German Patent Application No. 198 49 026.7 filed the 23rd day of October, 1998,

and Bayerische Motoren Werke Aktiengesellschaft whose address is Petuelring 130, 80809 Munich, Germany

and which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me/us, receipt and sufficiency of which I/we hereby acknowledge, without reservation:

- 1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said patent application in Germany, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the empowered officials of all governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
- 4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications or patent or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries, and that I have good right to assign the same to Assignee without encumbrance;
- 5. Bind my heirs and legal representatives, as well as myself, to do, upon Assignee's request and at its expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me or my heirs or

PATENT REEL: 010568 FRAME: 0619 representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my control or in the control of my heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the 23rd day of October, 1998.

In testimony whereof we have affixed our signatures.

Inventor 1: Ben Sand Francisco Date: 10.1.2300

Witness 1: 10 6. 2000

Witness 2: Worker Wear Date: 10.1.2000

Inventor 2: Natrok Licorat Date: 10.1. 2000

Witness 1: Tracking Enly Date: 10. 1. 2000

Witness 2: Lothern Wey Date: 10.1.2000

RECORDED: 01/27/2000

REEL: 010568 FRAME: 0620