

03-13-2000

COVER SHEET
ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

09/446612



101286774

428 Rec'd PCT/PTO 17 DEC 1999

Name and address of receiving party(ies):

Name: Wirtgen GmbH

Internal Address:

Street Address: Hohner Strasse 2

City: Windhagen, Germany 53578

State: ZIP:

Additional name(s) & address(es) attached? ☒ Yes ☐ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: December 2, 1999

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: December 2, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: DILLER, RAMIK & WIGHT, P.C.

Internal Address:

Street Address: 7345 McWhorter Place
Suite 101

City: Annandale State: VA ZIP: 22003

6. Total number of applications and patents involved:

1

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Vincent L. Ramik, Reg. 20,663

Name of Person Signing

Signature

December 27, 1999

Date

Total number of pages comprising cover sheet:

3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT COVER SHEET - continued

FORM PTO-1505
1-31-92

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Dieter SIMONS

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

3. Nature of conveyance:

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

Execution Date: December 2, 1999

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

Name: Karl-Otto Heber

Internal Address: _____

Street Address: Auchttertstrasse 9

City: Schlierbach, Germany 73278
State: _____ ZIP: _____

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

ASSIGNMENT

In consideration of One Dollar (\$ 1.00) in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned [hereinafter (collectively) named "Assignor"] hereby assigns and transfers to

Name of Assignees:
Place of Assignees'
Incorporation:

Wirtgen GmbH
Hohner Strasse 2
53578 Windhagen, Germany

Karl-Otto Heber
Auchtertstrasse 9
73278 Schlierbach, Germany

A German corporation and a German individual (hereinafter named "Assignee"), its successors, legal representatives, and assigns the entire right, title and interest in and to Assignor's application for Letters Patent of the United States, executed concurrently herewith unless otherwise indicated herein, entitled

Title of Application:

Device and Process for Excavating and Backfilling of Soil

and to Assignor's entire right, title and interest in any and all inventions, whether joint or sole, disclosed in said application for Letters Patent, and in any and all divisional or continuation or renewal applications that may be filed for United States Letters Patent for any and all of said inventions, and in and to any and all patents that may be granted on the foregoing applications and any reissue or extension thereof, and in any and all improvements thereon or relating thereto which the Assignor has invented or may hereafter invent.

The Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all of said Letters Patent to said Assignee.

For said consideration, the Assignor hereby agrees upon the request of said Assignee, its successors, legal representatives or assigns, to execute any and all United States divisional, continuation and renewal applications for said invention or improvements, and any and all necessary oaths, supplemental oaths or declarations or supplemental declarations or affidavit relating thereto, and any application for the reissue or extension of any United States Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives or assigns may deem necessary or expedient.

For the said consideration the Assignor further agrees upon the request of said Assignee, its successors, legal representatives or assigns, in the event of said application or any division thereof, or Letters Patent issued thereon or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate to the best of the ability of the Assignor with said Assignee, its successors, legal representatives or assigns in the matters of preparing and executing the Preliminary Statement and giving and producing evidence in support thereof, the Assignor hereby agreeing to perform upon such request, any and all affirmative acts necessary to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee, its successors, legal representatives or assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

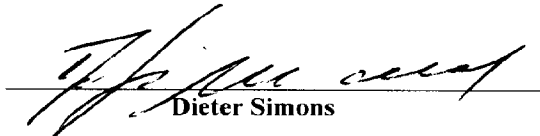
Assignor hereby binds himself, his heirs, legal representatives, administrators, and assigns properly to execute without further consideration, any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment and transfer hereby made, or intended or agreed to be made.

Note:
This paragraph to be
crossed out if not
applicable

And for said consideration, the Assignor hereby assigns to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in said invention or improvement for any and all foreign countries and agrees upon the request of said Assignee, its successors, legal representatives or assigns to execute any and all documents that shall be required of the Assignor to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee, its successors, legal representatives or assigns.

Witness, the hand and seal of the Assignor,

this 2nd day of December 19 99


Dieter Simons