

HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

> **Attorney Docket** No.: 9003-206US (A 99 579 B US)

101373109

To the Assistant Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): **Uwe Höfling** Julabo Labortechnik GmbH Eisenbahnstrasse 45 77960 Seelbach **GERMANY** 3. Nature of conveyance: Assignment Merger Change of Name Security Agreement Other: Execution Date: December 11, 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: A. Patent Application No.(s): 09/451,990 B. Patent No.(s): Additional numbers attached?[] Yes [] No Name and address of party to whom correspondence 6. Total number of applications and patents involved: [1] document should be mailed: Total fee (37 CFR 3.41) Cal. 1 \times \$40.00 = \$40.00 WILLIAM W. SCHWARZE AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. [] Enclosed One Commerce Square - 2005 Market Street - Suite 2200 [X] Authorized to be charged to deposit account Philadelphia, PA 19103 Telephone: (215) 965-1200 Deposit account number: 50-1017 (Billing No.: 209003.0206) Direct Dial: (215) 965-1270 Facsimile: (215) 965-1210 E-Mail: wschwarze@akingump.com DO NOT USE THIS SPACE 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.

WILLIAM W. SCHWARZE Name of Person Signing

William W. Schwarf Mb3 May 11, 2000 Signature Date

Total number of pages including cover sheet, attachments and document: [3]

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

06/02/2000 DNGUYEN 00000154 501017

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PATENT REEL: 010819 FRAME: 0090

ASSIGNMENT

WHEREAS, I, Uwe Höfling, a citizen of Germany with a post office address of Dissengrabenweg 6, 77955 Ettenheim, Germany, hereinafter generally referred to as "ASSIGNOR", have invented a certain new and useful

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for which I have executed a United States patent application, Application No.09/451,990 filed November 30, 1999, and

ASSIGNOR authorizes ASSIGNEE or ASSIGNEE's representative to insert the Application Number and Filing date of this application if they are unknown at the time of execution of this Assignment.

WHEREAS, Julabo Labortechnik GmbH, a German corporation having a place of business at Eisenbahnstrasse 45, 77960 Seelbach, Germany, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, I, the undersigned ASSIGNOR, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

PATENT REEL: 010819 FRAME: 0091 said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

11.12.89

DATE

UWE HÖFLING

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RECORDED: 05/15/2000

PATENT REEL: 010819 FRAME: 0092