

07-10-2000

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No. 1974-4015

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s) : Peter Pretzell Group Art Unit:2900  
Serial No. : 29/122,101 Examiner: To be Assigned  
Filed : April 19, 2000  
For : ORBITAL GRINDER

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GTR/FINANCE

**RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 3.31**

Commissioner Of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party/parties:

Peter Pretzell

2. Name and address of receiving party/parties:

Name: Lidl Stiftung & Co. KG

Internal Address: \_\_\_\_\_

Street Address: Heiner-Fleischmann-Str. 2 74172 Neckarsulm

Country Germany

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

☐ Additional names and addresses attached.

3. Nature of Conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement

☐ Change of Name ☐ Other \_\_\_\_\_

Execution Date: May 26, 2000

4. Application Number(s) or Patent Number(s):

☐ This document is being filed together with a new application which was executed  
on \_\_\_\_\_

☒ Patent Application No.(s) 29/122,101

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[ ] Patent No.(s) \_\_\_\_\_

5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, New York 10154

6. Total number of applications and patents involved: One

7. Total fee (37 CFR § 3.41): \$40.00 per property x 1 property(ies) = \$ 40.00

[X] A check in the amount of \$40.00 to cover the recordation fee is enclosed.

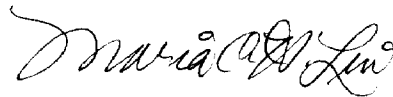
[ ] Charge fee to Deposit Account No. 13-4500. Order No. \_\_\_\_\_.

[X] The Commissioner is hereby authorized to charged any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 1974-4015.

8. 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.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.



Dated: June 9, 2000

Maria C.H. Lin

Registration No. 29,323

Total number of pages comprising this cover sheet 5

CORRESPONDENCE ADDRESS:

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FORM: REC-PAT.NY  
Rev. 11/13/97

PATENT

Docket No. 1974-4015  
Express Mail No. EJ 606 940 039US

ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Peter PRETZELL

~~Peter Pretzell~~ Kassenbergerstrasse 68, D-44879, Bochum Germany  
(full name(s) and post office address(s) of inventor(s) (including country))

(hereinafter referred to as ASSIGNOR(S)), has made a discovery or invention entitled:

ORBITAL GRINDER

(title of discovery or invention)

☒ for which application for Letters Patent of the United States has been executed on even date herewith,

☐ for which application for Letters Patent of the United States has been filed on \_\_\_\_\_, under Serial No. \_\_\_\_\_, and

WHEREAS:

Lidl Stiftung & Co. KG, Heiner-Fleischmann-Str. 2 74172 Neckarsulm  
(name and address of assignee)

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR(S) of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR(S) hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

I, SAID ASSIGNOR(S), hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

PATENT  
REEL: 010895 FRAME: 0084

I, SAID, ASSIGNOR(S), hereby covenant that I have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND I, SAID ASSIGNOR(S) hereby further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's signature: \_\_\_\_\_

First name Peter

Middle initial

Last Name ~~X Pretzel~~ PRETZELL

Citizenship: Germany

Bochum, den 26.05.2000

UR. Nr. 213/2000

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

STATE OF )

ss.:

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned authority, personally appeared


to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified.

\_\_\_\_\_  
Notary Public

Die vorstehende, heute in meiner Gegenwart anerkannte Namensunterschrift des Herrn Peter Pretzel, geb. am 24.08.1964 -ausgewiesen durch Vorlage des Führerscheins, ausgestellt durch die Stadt Bochum am 08.06.1993, Nummer 00004436/93-, wohnhaft in 44879 Bochum, Kassenberger Str. 68, beglaubige ich hiermit.

Die Frage des Notars nach einer Vorbefassung im Sinne des § 3 Abs. 1 Nr. 7 BeurkG wurde von dem Beteiligten verneint.

Bochum, den 26. Mai 2000.

  
Rechtsanwalt Widder  
s amtl. best. Notarvertreter

Kostenberechnung:

Wert 200,00 DM

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