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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

**Attorney Docket** 

(RW 614 US)

No.: 7535-650US

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): Werner KRAUSS Richard Wolf GmbH **Peter JAGGY** Pforzheimer Strasse 32 **Edgar BAUER** D-75438 Knittlingen Hermann BENKHOFF **GERMANY** And 3. Nature of conveyance: TechnoGel GmbH & Co. KG Max-Näder-Strasse 15 [X] Assignment Merger D-37115 Duderstadt Security Agreement Change of Name **GERMANY** Other: **Execution Date:** KRAUSS, JAGGY & BAUER: September 3, 2001 BENKHOFF: September 5, 2001 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: September 3, 2001 & September 5, 2001 09979172 B. Patent No.(s): A. Patent Application No.(s): Additional numbers attached?[ ] Yes [X] No 6. Total number of applications and patents involved: [1] 5. Name and address of party to whom correspondence document should be mailed: 7. Total fee (37 C.F.R. 3.41) Cal.  $\underline{1}$  x \$40.00 =  $\underline{\$}$  40.00 WILLIAM W. SCHWARZE AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. [X] Check enclosed Authorized to be charged to deposit account One Commerce Square - 2005 Market Street - Suite 2200 Philadelphia, PA 19103 8. Deposit account number: 50-1017 Telephone: (215) 965-1200 Direct Dial: (215) 965-1270 (Billing No.: 207535.0650) Facsimile: (215) 965-1210 E-Mail: wschwarze@akingump.com DO NOT USE THIS SPACE 00000042 09974112 10/18/2001 DBYRNE 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. OI FC:581 October 9, 2001 A. Selwaye WILLIAM W. SCHWARZE Name of Person Signing Total number of pages including cover sheet, attachments and document: [X]

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

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Your Ref. No.: RW 614 US

## ASSIGNMENT

WHEREAS, We, 1. WERNER KRAUSS, 2. PETER JAGGY, 3. EDGAR BAUER and 4. HERMANN BENKHOFF respectively citizens of Germany, with respective post office addresses of 1. Beethovenstrasse 84 in D-75438 Knittlingen, of 2. Weisdornwerg 11 in D-75443 Oetisheim, of 3. Am Gaensegarten 1 in D-76703 Kraichtal and of 4. Habichtweg 12 in D-37115 Duderstadt hereinafter generally referred to as "ASSIGNORS," have invented a certain new and useful

## **USE FOR A GEL MASS**

for which we have $\epsilon$	executed a	United States patent	application,	Application No
, filed _	Herewith	, 2001, and		

ASSIGNORS authorize 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, Richard Wolf GmbH, a German corporation having a place of business at Pforzheimer Strasse 32 in D-75438 Knittlingen and TechnoGel GmbH & Co. KG, a German corporation having a place business at Max-Näder-Strasse 15 in D-37115 Duderstadt 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, we, the undersigned ASSIGNORS, 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

> PATENT REEL: 012253 FRAME: 0435

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;

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 ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake 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 at the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

WERNER KRAUSS (Seal)

PATENT REEL: 012253 FRAME: 0436

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DATE		

Colgar Bauer (Seal

09/05/01 DATE HERMANN BENKHOFF

PATENT REEL: 012253 FRAME: 0437

**RECORDED: 10/09/2001**