

02-27-2002

RE



U.S. Department of Commerce  
Patent and Trademark Office

**PATENT**

101994887

TO: The Commissioner of Patents and Trademarks

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**Submission Type**

- New
- Resubmission (Non-Recordation)
- Correction of PTO Error
- Corrective Document

**Conveyance Type**

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other:

**Conveying Party(ies)**

1. TODOROV, Ivan A.
2. ROSS, Louis D.
3. HADRIC, Michael
4. HESSMER, Rainer
- 5.
- 6.

**Execution Date(s)**

- 12/17/01
- 01/04/02
- 01/15/02
- 12/18/01

2/11/02

Mark if Additional Names of Conveying Parties Attached

**Receiving Party**

Name Wonderware Corporation  
 Name  
 Address 100 Technology Drive  
 Address  
 Address Irvine California 92618  
 City State/Country Zip Code

Mark if Additional Names of Receiving Parties Attached

**Correspondent Name and Address**

Mark Joy, Reg. No. 35,562  
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 Attorney Docket No. 211626

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: 4

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Numbers**

**Patent Numbers**

09/954,508

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number *only* if a U.S. Application Number has not been assigned.

PCT	PCT	PCT
PCT	PCT	PCT

**Number of Properties**

Enter the total number of properties involved:

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment:

- Enclosed is a check in the amount of \$40.00
- Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216:  Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Mark Joy, Reg. No. 35,562

January 15, 2002

Signature

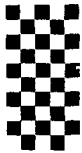
Date

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**PATENT**  
**REEL: 012603 FRAME: 0466**



**PATENT**  
**Attorney Docket No. 211626**

Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza  
Suite 4900  
Chicago, Illinois 60601-6780

**ASSIGNMENT**

**WHEREAS, WE, Ivan A. Todorov, 150 Las Flores, Aliso Viejo, California; Louis D. Ross, 3518 NW Satinwood Street, Corvallis, Oregon 97330; Michael Hadrich, Thaddaus-Robl-Str. 7, Munchen, Germany D-80935 and Rainer Hessmer, of 7 Via Floria Rancho Santa, Margarita, California 92688, respectively, have invented and own a certain invention entitled:**

**AN INDUSTRIAL PROCESS CONTROL DATA ACCESS  
SERVER SUPPORTING MULTIPLE CLIENT DATA  
EXCHANGE PROTOCOLS**

for which invention we have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on September 14, 2001, under U.S. Application No. 09/954,508, and

**WHEREAS, Wonderware Corporation, of 100 Technology Drive, Irvine, California 92618 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.**

**NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and we do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.**

**WE HEREBY AUTHORIZE** the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

**UPON SAID CONSIDERATION, we convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.**

**WE DO HEREBY COVENANT and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood**

In re Appln. of Todorov et al.  
Attorney Docket No. 211626

that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

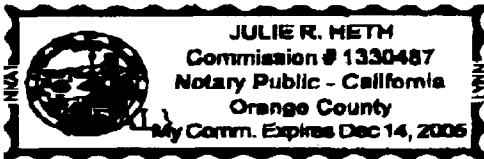
IN WITNESS WHEREOF, we have hereunder set our hands on the dates shown below.

Date Dec. 17, 2001

[Signature]  
Ivan A. Todorov

STATE OF California )  
COUNTY OF Orange ) SS:

On this 17 day of December, 2001, before me, a Notary Public in and for said county, appeared Ivan A. Todorov, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 12/14/05

Date 1/4/02

[Signature]  
Louis D. Ross

STATE OF Oregon )  
COUNTY OF Benton ) SS:

On this 4th day of January, 2002, before me, a Notary Public in and for said county, appeared Louis D. Ross, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.



[Signature]  
Notary Public  
My Commission Expires: 3/8/03

In re Appln. of Todorov et al.  
Attorney Docket No. 211626

Date Jan. 15<sup>th</sup>

[Signature]  
Michael Hadrich

STATE OF Bavaria )  
COUNTY OF Germany ) SS:

witnessed by [Signature]  
Edmund Segl Jan 14, 2002

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for said county, appeared Michael Hadrich, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_

{SEAL}

Date 12 / 18 / 2001

[Signature]  
Rainer Hessmer

STATE OF California )  
COUNTY OF Orange ) SS:

On this 18 day of December, 2001, before me, a Notary Public in and for said county, appeared Rainer Hessmer, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

[Signature]  
Notary Public

My Commission Expires: 12/14/05

