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PCT/PTO 10 JUN 2002



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U.S. DEPARTMENT OF COMMERCE

EET

Patent and Trademark Office
Docket No. 449122022500

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

<p>1. Name of conveying party(ies): Herbert Heiss <i>06/10/02</i> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Siemens Aktiengesellschaft Wittelsbacherplatz 2 80333 München GERMANY Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: January 31, 2002</p>	
<p>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) 10/048,014 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Patent No.(s)</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Kevin R. Spivak Morrison & Foerster LLP 2000 Pennsylvania Avenue, N.W. Washington, D.C. 20006-1888</p>	<p>6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. § 3.41): \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 449122022500 8. Deposit account number: 03-1952</p>
<p>The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to <u>Deposit Account No. 03-1952</u>.</p>	
<p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document. Name: Kevin R. Spivak Registration No: 43,148 <i>Kevin R. Spivak</i> Signature June 10, 2002 Date</p>	
<p>Total number of pages comprising cover sheet, attachments and document: 3 <i>06/12/2002 NKAYPAGH 00000099 031952 10048014</i> <i>02 FD:501 40.00 CH</i></p>	
<p style="text-align: center;">Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p>	

dc-319665

A S S I G N M E N T

For good and valuable consideration, I/we, the undersigned

Dr. Herbert Heiss
residing at:
Bussardstr.32
82008 Unterhaching

residing at:

residing at:

residing at:

residing at:

residing at:

residing at:

residing at:

hereby sell, assign, and transfer to

Siemens Aktiengesellschaft

a German corporation organized and existing under the laws of the Federal Republic of Germany, having its principal place of business in München , GERMANY herein the "Assignee", its successors, assigns and legal representatives the entire and exclusive right, title and interest in and for the United States, in all and to any improvements in the

(Title:) **Method of determining cell loss priority information**

disclosed in the PCT international application for Letters Patent designating the United States, said application being identified in our records as

Applicants File No. 1999P02430WOUS
and filed as PCT-application PCT/DE00/02521

and in and to said application and all divisional, continuing substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States on said improvements;

IDNR: 4248 / V: 99-1,00 / B:Val

hereby agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name and that when requested without charge to but at the expense of said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and legal representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee, its successors, assigns, and legal representatives; and

hereby covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed had been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: January 31, 2002

Herbert Heiss
Herbert Heiss

Witnesses: *Schwab*
(type name) *Schwab*

Witnesses: *Fager*
(type name) *Fager*