

08-30-2002

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Professor P. Gunter 11/01/1993
 Professor J. Hullinger 11/12/1993
 Dr. R. Gutmann 11/27/1993

08-26-02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Sandoz Chemicals Ltd.

Internal Address: _____

Street Address: CH 4002 Basle, Switzerland

City: _____ State: _____ Zip: _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

November 1, 1993; November
 Execution Date: 12, 1993; November 27, 1993

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)

B. Patent No.(s)
5,476,720Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David E. Spaw

Internal Address: Rankin, Hill, Porter & Clark LLP

Street Address: 925 Euclid Avenue, Suite 700

City: Cleveland State: Ohio Zip: 44115

6. Total number of applications and patents involved: ☐ 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

18-0160

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

David E. Spaw
 Name of Person Signing

Signature

08/16/2002
 Date

Total number of pages including cover sheet, attachments, and documents: ☐ 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

08/29/2002 DEYRNE

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PATENT
 REEL: 13221 FRAME: 0693

ASSIGNMENT

This Assignment is entered into by

Professor P. Günter, Professor J. Hulliger and Dr. R. Gutmann of the Institut für Quantenelektronik ETH-Hönggerberg, CH-8093 Zürich, Switzerland (hereinafter the **ASSIGNORS**) on the one hand and

Sandoz Chemicals Ltd., CH 4002 Basle, Switzerland (hereinafter **SANDOZ**) on the other hand.

WITNESSETH

WHEREAS the **ASSIGNORS** are the true and first inventors of the invention or inventions that are the subject matter described in U.S. Patent Application No. 07/992,952, filed on December 18, 1992, relating to FILMS OF KTN AND KTAO_3 , (hereinafter defined as the Invention);

WHEREAS the **ASSIGNORS** are willing to assign all rights to the Invention and to each and every patent, in any country of the world resulting therefrom as well as the right to apply for such patents;

WHEREAS **SANDOZ** is desirous and willing to receive such rights.

NOW THEREFORE, the parties agree as follows:

- 1) The **ASSIGNORS** shall assign to **SANDOZ** (or any company designated by **SANDOZ** including Sandoz AG, Basle) all benefit in the Invention and all patents in any country which may result therefrom at any time prior, during or subsequent to this Agreement together with the right to file (in the name of the **ASSIGNORS** if **SANDOZ** so desires or is required by law so to do), an application in any country of the world for patents and/or equivalent rights of exclusion and shall give **SANDOZ** and its attorneys all reasonable assistance to obtain the benefits of any inventions.
- 2) In consideration of the above, **SANDOZ** agrees to pay the **ASSIGNORS** a licence fee of 7% based on the sales, of any KTaNbO_3 crystal films (which, but for this Assignment, would have been an infringement of a valid claim of a patent, resulting from the Invention, in that particular country) so long as the patent in that particular country remain in force. The **ASSIGNORS** agree that this consideration fully covers all legal remuneration due to the Assignors as inventors (e.g. inventor remuneration).
- 3) a) After three years from the end of the year of the signing of this Assignment, if **SANDOZ** wishes to maintain in its own name all patents, then **SANDOZ** shall make a payment of a minimum royalty of Sfr. 60,000 for the ~~first~~ year and of Sfr. 80,000 for every following year. Payment of minimum royalties for any one year does not automatically bind **SANDOZ** to pay minimum royalties for future years. *fourth*

Payments made under Section 2 may be offset against the minimum royalty in any one year.

b) Should **SANDOZ** no longer wish to pay a minimum royalty, it shall inform the **ASSIGNORS** of its intention. In such a case, the **ASSIGNORS** will have the right to demand that **SANDOZ** reassign one or all the patents to the **ASSIGNORS**, in which case **SANDOZ** will receive a non-exclusive licence under any patent or patents for which the **ASSIGNORS** make use of this right. The fee for the production under this non-exclusive licence is then reduced to 3% and the minimum royalty mentioned in section 3 no longer applies.

- 4) The patent costs shall be the responsibility of the patent owner at the time the particular fee is due.
- 5) This Agreement constitutes an entire Agreement between the parties regarding the Assignment of the Invention and supercedes all written and oral prior agreements or understandings. No variation or modification of the terms or provisions of this Agreement shall be valid unless in writing signed by all parties thereto.
- 6) Should any of the obligation herein be invalid in law, the Parties agree in good faith to negotiate valid replacement clauses designed to maintain the balance of the Agreement and to comply with the intentions of the contracting parties.
- 7) This Agreement will be governed by a Swiss Law. The place of jurisdiction is Zürich, Switzerland.



