

01-26-2005

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U.S. DEPARTMENT OF COMMERCE
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Attorney's Docket No. 034193-006

To the Director of the United States

102926066

attached original documents or copy thereof.

1. Name of conveying party(ies):

(1)Axel G. ROSSBERG (6)Jorg HERWIG
(2)Killian BARTHOLOME
(3)Jens TIMMER
(4)Rene FRIEDRICH
(5)Frank BUHL

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

3. Nature of conveyance:

☒ Assignment Merger
Security Agreement Change of Name
Other

Execution Date: (1)12/09/04, (2)12/20/04, (3)12/20/04, (4)
01/18/05, (5)01/03/05, (6)01/12/05

2. Name and address of receiving party(ies):

Name: (1)ABB Patent GmbH
(2)Universtat Freiburg

Address:

(1)Wallstadter Str, 59
68526 Ladenburg, Germany

(2)Fahrenbergplatz, 79104
Freilburg i. Br., Germany

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

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)

10/942,996

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert S. Swecker

Address:

Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ \$40.00 (8021)

Enclosed
☒ Authorized to be charged to deposit account
☒ Credit card. Form PTO-2038 is attached.

8. Deposit account number:

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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.

PATRICK C. KENNE

Reg No
32,858for Robert S. Swecker
Name of Person Signing19,885
Reg. No.

Signature

January 18, 2005

Date

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Attorney Docket No. 034193-006

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by 1) Axel G. ROSSBERG; 2) Kilian BARTHOLOME; 3) Jens TIMMER; 4) Rene FRIEDRICH; 5) Frank BUHL and 6) Jörg HERVIG, residing at 1) Freiburg, Germany; 2) Freiburg, Germany; 3) Freiburg, Germany; 4) Ladenburg, Germany; 5) Göttingen, Germany and 6) Adelsheim, Germany (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in MEASURING INSTRUMENT AND METHOD OF MEASURING FLOWS set forth in an application for Letters Patent of the United States, which is a

- (1) ☐ provisional application
- (a) ☐ bearing Application No. _____, and filed on _____;
- (b) ☐ to be filed herewith; or
- (2) ☒ non-provisional application
- (a) ☒ bearing Application No. _____, and filed on September 17, 2004;
- (b) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
- (c) ☐ having an oath or declaration executed on a different date than this Assignment; and

WHEREAS, ABB Patent GmbH and Universität Freiburg, corporations duly organized under and pursuant to the laws of Germany and having principal places of business at Wallstadter Str. 59, 68526 Ladenburg, Germany and Fahrenbergplatz, 79104 Freiburg i. Br., Germany (hereinafter referred to as "the Assignees"), are desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignees, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignees, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignees, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

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AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of Burns, Doane, Swecker & Mathis, L.L.P. to insert in the spaces provided above the title of the invention, filing date, application number, and attorney's docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behoof of the Assignee, its successors, legal representatives, and assigns.

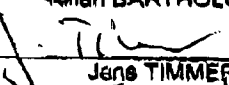
DATE 9. 12. 2004


Axel G. ROSSBERG

DATE 20. 12. 2004


Kilian BARTHOLOME

DATE 20. 12. 2004


Jens TIMMER

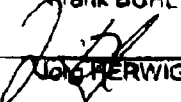
DATE 18. Jan. 2005


Rene FRIEDRICH

DATE 3. Jan. 2005


Frank BUHL

DATE 12. Jan 2005


Jörg HERWIG