## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Roger D. Durst	07/15/2005
Bob Baoping He	07/18/2005

### **RECEIVING PARTY DATA**

Name:	Bruker AXS Inc.	
Street Address:	5465 E. Cheryl Parkway	
City:	Madison	
State/Country:	WISCONSIN	
Postal Code:	53711	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11111497

## **CORRESPONDENCE DATA**

Fax Number: (617)367-4656

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

617-367-4600 Phone: pconrad@kjpat.com Email: Correspondent Name: Philip L. Conrad One State Street Address Line 1: Address Line 2: Suite 800

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER: Philip L. Conrad

**Total Attachments: 3** 

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**PATENT** 500042754

# **ASSIGNMENT OF PATENT APPLICATION**

Docket No. B0012/7022

Applicant:

Roger D. Durst and Bob Baoping He

Serial No:

11/111,497 April 21, 2005

Filed: For:

MULTIPLE- POSITION X-RAY TUBE FOR DIFFRACTOMETER

Examiner: Art Unit:

Not Yet Assigned Not Yet Assigned

Whereas we, the undersigned, have made certain inventions or discoveries (or both) set forth in the above-identified application for Letters Patent of the United States of America, and

Whereas Bruker AXS Inc., a Delaware corporation having a place of business at 5465 E. Cheryl Parkway Madison, Wisconsin 53711, which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

**Now, therefore**, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which is hereby acknowledged, we do hereby, without reservation:

- 1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, Convention and non-Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or

Assignment 1 of 3

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discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do. upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions. specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

d this Assignment of Patent Application on the	
Date: 7/13/03	
_, 20 <u>05</u> , before me appeared <b>Roger D. Durs</b> e person described in, and who executed the dged the same to be his free act and deed.	t,
[seal]	
☐ Identification produced:	
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Additional assignor name sheets attached.

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Assignment 2 of 3

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# **ASSIGNMENT – SUPPLEMENTAL ASSIGNOR SHEET**

Second Assignor		
Bol Bary De		
Bob Baoping He / - C Inventor		
State of Wisconsin		
County of ANE		
On this day of, 2005, before me appeared <b>Bob Baoping He</b> , to me known and known to me to be the person described in, and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.		
Wotary Public Jewerfeldt	[seal]	
∭ Known to me personally	☐ Identification produced:	

Assignment 3 of 3

**PATENT** 

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