

10-27-2005

U.S. DEPARTMENT OF COMMERCE
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10/26/05

RE

103108623

Atty. Docket No.: 1311-15

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Bernd Wager

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 11, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Liebherr-Hydraulikbagger GmbH

Internal Address: _____

Street Address: Liebherrstrasse 12

City: _____

State: Kirchdorf/Ilter

Country: Germany Zip: D-88457

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/219,176

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Carter, DeLuca, Farrell & Schmidt, LLP

Internal Address: _____

Street Address: 445 Broadhollow Road

Suite 225

City: Melville

State: NY Zip: 11747

Phone Number: 631-501-5700

Fax Number: 631-501-3526

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2140

Authorized User Name _____

9. Signature:

October 19, 2005

Date

10/26/2005 00000059 11219176

Signature

01 FC:002

Jeffrey S. Steen, Reg. No. 32,063

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

For: ☒ U.S. and/or ☒ Foreign Rights
For: ☒ U.S. Application or ☐ U.S. Patent
By : ☒ Inventor(s)

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,
ASSIGNOR:

Bernd Wager

hereby sells, assigns and transfers to

ASSIGNEE:

Liebherr-Hydraulikbagger GmbH
Liebherrstraße 12
D-88457 Kirchdorf/Iller, Germany
Germany
Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

☒ the entire right, title and interest

☐ an undivided _____ percent (_____%) interest for the United States and its territorial possessions

☒ and in all foreign countries, including all rights to claim priority, the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements entitled:

Grab- und Greifwerkzeug

and which is found in this disclosure of German Utility Model Application No. 20 2004 013 842.5

☒ and any legal equivalent thereof in the United States and a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof.

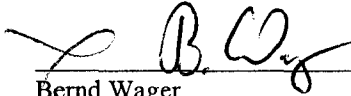
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:


ASSIGNOR further covenants to promptly provide all pertinent facts and documents known and accessible to ASSIGNOR relating to said invention and said Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications

for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.

ASSIGNOR hereby grants ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.
IN WITNESS WHEREOF, I have hereunto set hand and seal.



Bernd Wager

 11.10.2005

Dated

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261.