

02-21-2006

10/568002

To the Director of the U.S. Patent

cuments or the new address(es) below.

103180748

50 FEB 2006

1. Name of conveying party(ies)

Holger BIRK
Rafael STORZ
Volker SEYFRIED

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

2. Name and address of receiving party(ies)

Name: Leica Microsystems CMS GmbH

Internal Address:

Street Address: Ernst-Leitz-Strasse 17-37

City: Wetzlar

State:

Country: Germany Zip: 35578

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

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

Execution Date(s) 01/11/2006;01/11/2006;
01/11/2006; respectively

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

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

National phase of International Application No.
PCT/DE2004/000718, filed 2 April 2004

B. Patent No.(s)

10/568002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Erik R. Swanson

Internal Address: Davidson, Davidson & Kappel, LLC

Street Address: 485 Seventh Avenue

14th Floor

City: New York

State: NY Zip: 10018

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Email Address: ddk@ddkpatent.com

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 50-0552

Authorized User Name Davidson, Davidson & Kappel, LLC

9. Signature :

Erik R. Swanson
Signature

February 10, 2006

Date

Erik R. Swanson, Reg. No. 40,833

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

3

Name of Person Signing

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

02/15/2006 ATRAM1 00000107 10568002

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40.00 DP

PATENT
REEL: 017573 FRAME: 0797

ASSIGNMENT

WHEREAS, I (We), Holger BIRK, residing at Am Rohrbaechle 10, 74909 Meckesheim, Germany; Rafael STORZ, residing at Blumenstrasse 44, 69115 Heidelberg, Germany; and Volker SEYFRIED, residing at Jahnstrasse 28, 69226 Nussloch, Germany; ASSIGNOR(S), have invented certain new and useful improvements in **APPARATUS FOR THE DETECTION OF PHOTONS OF A LIGHT BEAM**, an application for a Patent of the United States (for) which:

☐ I (we) am (are) about to execute;
☐ was executed on _____ (date(s));
☒ is identified by Davidson, Davidson & Kappel, LLC, Docket No. 5033.1021;
☐ was filed on _____ Serial No. _____
☒ I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel, LLC of 485 Seventh Avenue, 14th Floor, New York, New York 10018 to insert here in parentheses (Application number _____, filed _____) the filing date and application number of said application when known; and

WHEREAS, Leica Microsystems CMS GmbH, Ernst-Leitz-Strasse 17-37, 35578 Wetzlar, Germany, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

I (WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and

I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated: January 11, 2006

Holger Birk
Holger BIRK

Dated: January 11, 2006

Rafael Storz
Rafael STORZ

Dated: January 11, 2006

Volker Seyfried
Volker SEYFRIED