

08-28-2006

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



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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)

Martin SCHOFEL; Christian FONDEL; and Robert LAUX

2. Name and address of receiving party(ies)

Name: BOMAG GmbH

Internal Address: _____

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

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

Execution Date(s) July 31, 2006; August 1, 2006

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

Street Address: Hellerwald

City: Boppard

State: _____

Country: Germany Zip: 56154

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)
11/446,360

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ NO

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

Name: Leo J. Jennings

Internal Address: Washington Square, Suite 1100

Street Address: 1050 Connecticut Avenue, N.W.

City: Washington

State: D.C. Zip: 20036

Phone Number: 202.861.1500

Fax Number: 202.861.1783

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 50-2036

Authorized User Name _____

9. Signature:

Signature

August 23, 2006

Date

Leo J. Jennings

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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American LegalNet, Inc.
www.USCourtForms.com

PATENT
REEL: 018220 FRAME: 0522

Docket No.: 87215.2642
Customer No.: 30734

PATENT

ASSIGNMENT

WHEREAS I/We, Martin SCHÖFL; Christian FONDEL; Robert LAUX, having an address of, respectively, Hauptstr. 51, DE-55471 Tiefenbach, Germany; Chablis-Straße, 124, DE-55430 Oberwesel, Germany; and Unterbügstraße 15a, DE-56566 Neuwied, Germany, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled:

CONFIGURATION METHOD FOR CONTROL UNITS.

executed by us on the date of execution of this document, as shown below, and

- ☐ filed concurrently herewith;
☒ for which an application for a United States Letters Patent
was filed on: June 5, 2006, and identified by United States
Serial Number: 11/446,360.

AND WHEREAS, BOMAG GmbH, a German company, having an address of Hellerwald, 56154 Boppard, Germany, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

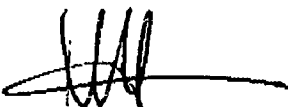
The undersigned hereby grant(s) the firm of BAKER & HOSTETLER LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Docket No.: 87215.2642
Customer No.: 30,734

PATENT

AND, Assignor requests the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

07/31/06
Date



Martin Schöfl

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2005, before me personally appeared Martin Schöfl to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires _____

31.07.06
Date



Christian FONDEL

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2005, before me personally appeared Christian FONDEL to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires _____

Docket No.: 87215.2642
Customer No.: 30,734

PATENT

08/01/06
Date

Robert Laux
Robert LAUX

STATE OF _____)
COUNTY OF _____) SS:

On this _____ day of _____, 2005, before me personally appeared Robert Laux to me known to be the persons named in and who executed the above instrument, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires _____

(NOTE: Legalization is not required for recording, but is *prima facie* evidence of execution under 35 U.S.C. 261).