

FORM PTO-1585

RECORDATION FORM COVER SHEET  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
**PATENTS ONLY**

To the Director of the US Patent and Trademark Office: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): <b>Joerg DRESCHER and Markus MEISSNER</b></p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party: Name: <u>Dr. Johannes Heidenhain GmbH</u> Internal Address: Street Address: <u>Dr.-Johannes-Heidenhain-Strasse 5</u> City: <u>Traunreut</u> Country: <u>Federal Republic of Germany</u> ZIP: <u>83301</u></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	--

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other: \_\_\_\_\_  
 Execution dates: Jan. 16, 2007 and Jan. 10, 2007

4. Application numbers or patent numbers:

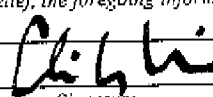
A. Patent Applications: <u>11/591,220</u>	B. Patent No.(s)
--	------------------

Additional Numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Clifford A. Ulrich, Esq.</u> Internal Address: <u>KENYON &amp; KENYON LLP</u> Street Address: <u>One Broadway</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10004</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 C.F.R. 3.41) ..... \$ <u>40.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>11-0600</u></p>
--	---

DO NOT USE THIS SPACE

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.*

<p>Clifford A. Ulrich (Reg. No. 42,194) Name of Person Signing</p>	 Signature	<p><u>Feb. 9, 2007</u> Date</p>
--	--	-------------------------------------

Total Number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Director of the US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

PATENT

[10901/152]

**ASSIGNMENT**

WHEREAS, we,

**Joerg DRESCHER**  
**Tinninger Strasse 22**  
**83083 Riedering**  
**Federal Republic of Germany**  
**Citizenship: Federal Republic of Germany**

and

**Markus MEISSNER**  
**Buchenstrasse 4**  
**83132 Pittenhart**  
**Federal Republic of Germany**  
**Citizenship: Federal Republic of Germany**

have made certain inventions and discoveries in a **POSITION-MEASURING SYSTEM**, for which an application for Letters Patent was filed in the United States Patent and Trademark Office on October 31, 2006 as U.S. Patent Application Serial No. 11/591,220; and

WHEREAS **DR. JOHANNES HEIDENHAIN GmbH**, having a place of business at **Dr.-Johannes-Heidenhain-Strasse 5, 83301 Traunreut, Federal Republic of Germany**, and who, 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 we hereby acknowledge, we hereby, without reservations:

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, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, 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 for 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 an 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 conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make,

NY01 1294411

**PATENT**

use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

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 said inventions and discoveries, said patent applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, 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; 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 conception, disclosure, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16 day  
of January, 2007.

  
\_\_\_\_\_  
Joerg DRESCHER

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day  
of January, 2007.

  
Markus MEISSNER