

RECORDATION FORM COVER SHEET
PATENTS ONLYAttorney Docket: **2002P08897US**

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):

Acuson, A Siemens CompanyAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s): **11/09/2007**

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other: **Declaration regarding Name of Assignee**

2. Name and address of receiving party(ies)

Name: **Acuson Corporation**Internal Address: **1220 Charleston Road**

Street Address: _____

City: **Mountain View** State: **CA**Country: **USA** ZIP: **94039**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) **10/238,523 filed 09/09/2002**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Elsa Keller**

Internal Address:

Siemens Corporation - Customer No. 28524**Intellectual Property Department**Street Address: **170 Wood Avenue South**City: **Iselin** State: **NJ** ZIP: **08830**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. Deposit Account No. **19-2179**

9. Signature:

Jenny G. Ko, Reg. No. 44,190

Name of Person Signing



Signature

11/19/07

Date

Total number of pages including cover sheet, attachments, and document: **10**

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No. of Pages:

By: Raquel C. West

Date

ATTORNEY DOCKET NO. 2002P08897US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application:

Anming He Cai, et al.

Application No.: 10/238,523

Filed: Sept. 9, 2002

For: MULTIPLE PATTERN TRANSDUCER
ARRAY AND METHOD OF USE

Examiner: F. Jaworski

Group: 3768

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Declaration

The undersigned does hereby declare that

1. I am the duly elected and qualified Assistant Secretary of Siemens Medical Solutions USA, Inc., a corporation organized under the laws of the State of Delaware ("Siemens Med"), and a wholly-owned subsidiary of Siemens Corporation ("Siemens Corp").
2. I was the former Secretary of Acuson Corporation, a corporation organized under the laws of the State of Delaware ("Acuson").
3. In November 2000, Acuson was acquired by Siemens Corp.
4. In September 2002, Acuson was informally known as "Acuson, a Siemens Company," although "Acuson, a Siemens Company" was not a legal entity.

5. On September 6, 2002, the inventors of U.S. patent application serial number 10/238,523 (the "'523 Application") executed an assignment of their entire right, title and interest in the application for United States Letters Patent entitled, "Multiple Pattern Transducer Array and Method of Use" to "Acuson, a Siemens Company." (Exhibit A)
6. The inventors of the '523 Application are Anming He and Lewis Thomas.
7. Anming He assigned her patent rights to Acuson in paragraph 3.a of the Acuson Corporation Proprietary Information and Inventions Agreement, which was executed on March 14, 1994. (Exhibit B)
8. Lewis Thomas assigned his patent rights to Acuson in paragraph 3.a of the Acuson Corporation Proprietary Information and Inventions Agreements, which was signed executed on January 5, 1999. (Exhibit C)
9. The September 6, 2002 assignment of the '523 Application by the inventors to "Acuson, a Siemens Company" was an inadvertent error, and the assignment should have been to Acuson.
10. On October 1, 2005, Acuson was merged into Siemens Med.

This declaration is being executed by the undersigned, Charles Dearborn, for recordation in the U.S. Patent and Trademark Office assignments division.

IN WITNESS WHEREOF, the undersigned has affixed his signature as Assistant Secretary.

Date: November 9, 2007



Charles H. Dearborn
Assistant Secretary, Siemens Medical
Solutions USA, Inc. and former
Secretary, Acuson Corporation

Attorney Docket: 2002 P 08897 US

ASSIGNMENT

For good and valuable consideration, We, Anming He Cai, a citizen of the United States, residing at 1415 Heckman Way, San Jose, CA 95129 and Lewis J. Thomas, a citizen of the United States, residing at 567 Alger Drive, Palo Alto, CA 94306;

Hereby sell, assign and transfer to **ACUSON, A SIEMENS COMPANY**, a corporation of the State of Delaware, having a principal place of business at 1220 Charleston Road, Mountain View, CA 94039-7393, hereinafter "Assignee", its successors, assigns and legal representatives, the entire right, title and interest in and for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent being executed concurrently and entitled:

MULTIPLE PATTERN TRANSDUCER ARRAY AND METHOD OF USE

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;


Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and legal representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Attorney Docket: 2002 P 08897 US

improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

ACKNOWLEDGEMENTS



Anming He Cai

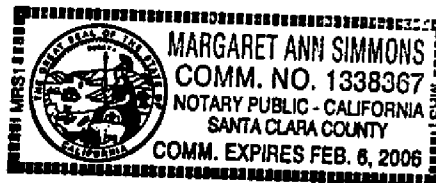
State of CALIFORNIA)
) ss.:
County of SANTA CLARA)

On this 6 day of SEPTEMBER, 2002, before me, MARGARET ANN SIMMONS, Notary Public, personally appeared Anming He Cai, personally known to me ~~OR~~ ^{HE} proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Signature of Notary Public



Attorney Docket: 2002 P 08897 US

ACKNOWLEDGEMENTS

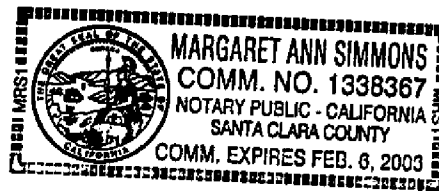

Lewis J. Thomas

State of CALIFORNIA)
) ss.:
County of SANTA CLARA)

On this 6 day of SEPTEMBER 2002, before me, MARGARET ANN SIMMONS, Notary Public, personally appeared Lewis J. Thomas, personally known to me -~~OR~~- ~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Margaret Ann Simmons
Signature of Notary Public



**ACUSON CORPORATION
PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT**
March 14, 1994

ACUSON CORPORATION
1220 Charleston Road
Mountain View, Ca 94039

Gentlemen:

In consideration of my employment by ACUSON CORPORATION or any of its subsidiaries (the "Company"), I hereby agree as follows:

1. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, including fields generally related to its business.
2. I understand and agree that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:
 - a. applicable to the business of the Company; or
 - b. applicable to the business of any client or customer of the Company.
3. I understand and agree that the Company possesses "Proprietary Information" which includes, but is not limited to, trade secrets, ideas, processes, formulas, data and know-how, software programs, improvements, inventions, techniques, marketing plans, strategies, forecasts and customer lists. Some of this Proprietary Information will have been developed by me in the course of my employment with ACUSON.
 - a. I understand and agree that all Proprietary Information, and any related patents, copyrights, trademarks or rights associated therewith are the sole property of the Company and its assigns. As an employee of the Company, I assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties to the Company. I will at all times fully and accurately document, in writing, any Proprietary Information or Inventions (as hereinafter defined) developed by me so that the Company will properly own and utilize such Proprietary Information and Inventions to its full benefit.
 - b. All documents, records, apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment shall be and remain the sole property of the Company and shall be returned immediately whenever requested by the Company. Even if the Company does not so request, I shall return and deliver all such property promptly after the termination of my employment for any reason. In no event will I take with me any such property or any reproduction of such property upon my termination.
 - c. I will promptly disclose to the Company, or any persons designated by it, all inventions, improvements, ideas, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment ("Inventions").
 - d. I agree that all Inventions which I develop (in whole or part, either alone or jointly with others) during the period of my employment and which (i) are developed with the use of equipment, supplies, facilities or Proprietary Information of the Company, or (ii) are developed during the hours for which I am compensated by the Company, or (iii) relate to the business of the Company or to its actual or demonstrably anticipated research and development or (iv) result, in whole or in part, from work performed by me for the Company, shall be the sole property of the Company and its copyrights, trademarks and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such Inventions. I further agree as to all such Inventions to assist the Company in every proper way (but at the Company's expense) to obtain, and from time to time enforce, patents, copyrights, trademarks and other rights and protections relating to said Inventions in any and all countries, and to that end I will execute all documents for use in applying for, obtaining, sustaining and enforcing such patents, copyrights, trademarks and other rights and protections, both during and after my employment with the Company. In addition, I will execute, verify and deliver assignments of such patents, copyrights, trademarks and other rights and protections to the Company or its designee. In the event that the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary document required to apply for or execute any patent applications with respect to such an Invention (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by me. I agree that my obligations to assist the Company in obtaining, enforcing and assigning patent, copyright, trademark, and other rights and protections respecting Inventions shall, subject to the Company providing me with reasonable compensation for these efforts, survive the termination of my employment with the Company.
 - e. I have attached to this statement a complete and accurate list of all inventions, improvements, ideas, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others not then in the employ of the Company ("Personal Inventions"), that I consider to be my property and that I exclude from the scope of this letter. I agree that such list is accurate and complete. I agree that I will not use any Personal Inventions in the course of my employment with the Company without the prior written consent of the Company.

EXH. B
PATENT

REEL: 020172 FRAME: 0667

- f. I represent that the performance by me of this agreement is not in conflict with any other agreement or obligation I have, including without limitation any agreements written or oral with a previous employer or client. I also certify that I will not enter into any agreement, either written or oral, in conflict with the obligations described in this document.
- g. I acknowledge that I have previously had access to the proprietary information of other businesses and, in some cases, individuals. I will not disclose this information to the Company or use such proprietary information in the course of my employment with the Company, unless and until this information has become public knowledge or is independently developed at the Company.
- h. This agreement does not require assignment of an Invention which I can prove fully qualifies under the provisions of Section 2870 of the California Labor Code. However, I will disclose any Inventions regardless of whether I believe the Invention is protected by Section 2870, in order to permit the Company to engage in a review process to determine whether a particular Invention falls under the code. Such disclosure shall be received in confidence by the Company.

Section 2870 of the California Labor Code reads as follows:

- 1.) Any provisions in an employment agreement which provide that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - a.) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
 - b.) Result from any work performed by the employee for the employer.
- 2.) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a.), the provision is against the public policy of this state and is unenforceable."
- i. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose or use Third Party Information except as permitted by the agreement between the Company and the third party, unless expressly authorized to act otherwise by an officer of the Company.
4. This agreement shall be effective as of the first day of my employment by the Company.
5. This agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its successors and assigns.
6. I understand that employment at Acuson is "at will" and may be terminated by either party with or without notice for any reason or for no reason.

Dated: March 14, 1994

Ang He
Employee Signature

Anming He
Employee Name (Type or Print)

454 - 69 - 4659
Social Security Number

Accepted and Agreed to:

ACUSON CORPORATION

By [Signature]
Authorized Representative

PR Coordinator
Title

(1/90)

ACUSON CORPORATION PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Jan 5, 1999

ACUSON CORPORATION
1220 Charleston Road
Mountain View, CA 94039

Gentlemen:

In consideration of my employment by ACUSON CORPORATION or any of its subsidiaries (the "Company"), I hereby agree as follows:

1. I recognize that the Company is engaged in a continuous program of research, development and production respecting its business, present and future, including fields generally related to its business.
2. I understand and agree that my employment creates a relationship of confidence and trust between me and the Company with respect to any information:
 - a. applicable to the business of the Company; or
 - b. applicable to the business of any client or customer of the Company.
3. I understand and agree that the Company possesses "Proprietary Information" which includes, but is not limited to, trade secrets, ideas, processes, formulas, data and know-how, computer programs, files or printouts, improvements, inventions, techniques, marketing plans, strategies, forecasts and customer lists. (Without limiting the foregoing, data transferred electronically to me, i.e. by modem, e-mail or physical transfer of computer-readable files, shall be deemed "Proprietary Information.") Some of this Proprietary Information will have been developed by me in the course of my employment with Acuson.
 - a. I understand and agree that all Proprietary Information, and any related patents, copyrights, trademarks or rights associated therewith are the sole property of the Company and its assigns. As an employee of the Company, I assign to the Company any rights I may have or acquire in such Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties to the Company. I will at all times fully and accurately document, in writing, any Proprietary Information or inventions (as hereinafter defined) developed by me so that the Company will properly own and utilize such Proprietary Information and inventions to its full benefit.
 - b. All documents and records (including any copies stored in any computer memory or other storage medium), and apparatus, equipment and other physical property, whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by myself or others in connection with my employment shall be and remain the sole property of the Company and shall be returned, or destroyed, immediately, whenever requested by the Company. Even if the Company does not so request, I shall return and deliver all such property or any reproduction of such property upon my termination.
 - c. I will promptly disclose to the Company or any persons designated by it, all inventions, improvements, ideas, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of my employment ("Inventions").
 - d. I agree that all inventions which I develop (in whole or part, either alone or jointly with others) during the period of my employment and which (i) are developed with the use of equipment, supplies, facilities or Proprietary Information of the Company, or (ii) are developed during the hours for which I am compensated by the Company, or (iii) relate to the business of the Company or its actual or demonstrably anticipated research and development or (iv) result, in whole or in part, from work performed by me for the Company, shall be the sole property of the Company and its copyrights, trademarks and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in such inventions. I further agree as to all such inventions to assist the Company in every proper way (but at the Company's expense) to obtain, and from time to time enforce, patents, copyrights, trademarks and other rights and protections relating to said inventions in any and all countries, and to that end I will execute all documents for use in applying for obtaining, sustaining and enforcing such patents, copyrights, trademarks and other rights and protections, both during and after my employment with the Company. In addition, I will execute, verify and deliver assignments of such patents, copyrights, trademarks and other rights and protection to the Company or its designee. In the event that the Company is unable for any reason whatsoever to secure my signature to any lawful and necessary document required to apply for or execute any patent applications with respect to such an invention (including renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and in my behalf and instead of me, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents thereon with the same legal force and effect as if executed by me. I agree that my obligations to assist the Company in obtaining, enforcing and assigning patent, copyright, trademark, and other rights and protections respecting Inventions shall, subject to the Company providing me with reasonable compensation for these efforts, survive the termination of my employment with the Company.
 - e. I have attached to this statement a complete and accurate list of all inventions, improvements, ideas, formulas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by me, either alone or jointly with others not then in the employ of the Company ("Personal Inventions") that I consider to be my property and that I exclude from the scope of this letter. I agree that such list is accurate and complete. I agree that I will not use any Personal Inventions in the course of my employment with the Company without the prior written consent of the Company.

EXPENT. C

REEL: 020172 FRAME: 0669

- f. I represent that the performance by me of this agreement is not in conflict with any other agreement or obligation I have, including without limitation any agreements written or oral with a previous employer or client. I also certify that I will not enter into any agreement, either written or oral, in conflict with obligations described in this document.
- g. I acknowledge that I have previously had access to the proprietary information of other businesses and, in some cases, individuals. I will not disclose this information to the Company or use such proprietary information in the course of my employment with the Company, unless and until this information has become public knowledge or is independently developed at the Company.
- h. This agreement does not require assignment of an invention which I can prove fully qualifies under the provisions of Section 2870 of the California Labor Code. However, I will disclose any inventions regardless of whether I believe the invention is protected by Section 2870, in order to permit the Company to engage in a review process to determine whether a particular invention falls under the code. Such disclosure shall be received in confidence by the Company.

Section 2870 of the California Labor Code reads as follows:

- 1.) Any provisions in an employment agreement which provide that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - a.) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.
 - b.) Result from any work performed by the employee for the employer.
 - 2.) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a.), the provision is against the public policy of this state and is unenforceable.
 - i. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose or use Third Party information except as permitted by the agreement between the Company and the third party, unless expressly authorized to act otherwise by an officer of the Company.
4. This agreement shall be effective as of the first day of my employment by the Company.
5. This agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company, its successors and assigns.
6. I understand that employment at Acuson is "at will" and may be terminated by either party with or without notice for any reason or for no reason.

Dated: Jan 5, 1999

Lewis J. Thomas III
Employee Signature

Lewis J. Thomas III
Employee Name (Type or Print)

495-70-4989
Social Security Number

Accepted and Agreed to:

ACUSON CORPORATION

By Kane

Authorized Representative

HR Coordinator
Title

(1/1/96)