

A/D 581-40

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Attorney Docket 6281-000058/US/NP

To the Director of the U. 103501192

attached documents or the new address(es) below.

4.29.08

1. Name of conveying party(ies):
Heinrich KESPER
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Hoppecke Batterien GmbH & Co. KG
Internal Address: _____
Street Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s): February 19, 2008
 Assignment Merger Change of Name
 Security Agreement Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Bontkirchener Strasse 1
City: Brilon
State: _____
Country: Germany Zip: 59929
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)
NATIONAL PHASE OF
PCT/EP2006/011282
Additional numbers attached? Yes No

B. Patent No.(s)
12/084276
 Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: G. Gregory Schivley
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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)

9. Signature:

Signature
G. Gregory Schivley - 27,382
Name of Person Signing

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 08-0750
Authorized User Name G. Gregory Schivley

April 29, 2008
Date
Total number of pages including cover sheet, attachments, and documents: 3

GGs/smc

12/084278
19 APR 2008

ASSIGNMENT

Atty. Docket No. 6281-000058/NP

The undersigned, hereinafter referred to collectively as Assignor, has an interest in the invention entitled:

LEVEL MONITORING SYSTEM

which is the subject of a United States or International application for patent

- (a) executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) executed on _____, _____, _____;
- (c) filed on November 24, 2006, and assigned Serial No. _____ or PCT International Application No. PCT/EP2006/011282;
- (d) U.S. Patent No. _____, issued _____, and presently assigned as evidenced at Reel _____, Frame _____; or
- (e) entitled above and naming the undersigned inventors in this provisional patent application; and

HOPPECKE Batterien GmbH & Co. KG, a German corporation, having a place of business at Bontkirchener Straße 1, 59929 Brilon, Germany, hereinafter referred to as Assignee, is desirous of acquiring Assignor's interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

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


Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes an attorney authorized to prosecute this patent application to insert here in parentheses (Application No. _____, filed _____) the filing date and application number of said application when known.

ASSIGNMENT

First Inventor: **Heinrich KESPER**

Dated

17.02.08 

First Witness

Second Witness

