PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Bob B. He	04/01/2009
Gerald T. Schwarz	04/01/2009

RECEIVING PARTY DATA

Name:		
Street Address:		
City: Madison		
State/Country:	WISCONSIN	
Postal Code:	53711	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12417032

CORRESPONDENCE DATA

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Correspondent Name: Paul E. Kudirka

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ATTORNEY DOCKET NUMBER: B0012/7043

NAME OF SUBMITTER: Paul E. Kudirka

Total Attachments: 3

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> PATENT REEL: 022798 FRAME: 0297

OF \$40.00 1241/032

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ASSIGNMENT OF PATENT APPLICATION

Docket No. B0012/7043

Whereas we, the undersigned, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, X-RAY DIFFRACTOMETER HAVING CO-EXITING STAGES OPTIMZED FOR SINGLE CRYSTAL AND BULK DIFFRACTION, identified by Law Offices of Paul E. Kudirka Docket No. B0012/7043, which application was executed by us on the date(s) indicated below, and

Whereas Bruker AXS, Inc., a Delaware corporation having a place of business at 5465 E. Cheryl Parkway, Madison, WI 53711-5373, which, 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 is hereby acknowledged, we do hereby, without reservation:

- 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 in whatsoever countries, including all divisional, renewal, substitute, continuation, Convention and non-Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, 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 on 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 the 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;
- Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 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 the said inventions and discoveries, the said patent applications and the said Letters

Assignment 1 of 3

Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by 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; and 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 conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment of Patent Application on the date indicated next to our names.

Date I signed the declaration:	11, 2009	
Boh He	, , , To	oday's Date: <u>April 1, 200</u>
Bob B. He Inventor		/
State of		
On this day of known and known to me to be the persinstrument, and he acknowledged the	on described in, and w	no executed the foregoing
Motary Public Levens Al	<u> </u>	[seal]
Known to me personally	☐ Identification prod	duced:
Additional assignor name shee	is attached	

Assignment 2 of 3

ASSIGNMENT - SUPPLEMENTAL ASSIGNOR SHEET

Second Assignor				
Date I Signed the declaration: 4/1/04				
_ Lendot Lelwan	Date:4/1/09			
Gerald T. Schwarz USA				
State of (ss				
County of				
On this				
executed the foregoing instrument, and he and deed.	acknowledged the same to be his free act			
In Mounted	[seal]			
Known to me personally	☐ Identification produced:			

RECORDED: 06/09/2009

Assignment 3 of 3

REEL: 022798 FRAME: 0300