# PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
|-----------------------|--------------------------|
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE:       | 05/29/2009               |

#### **CONVEYING PARTY DATA**

| Name                      | Execution Date |  |
|---------------------------|----------------|--|
| UL International TTC GmbH | 09/14/2009     |  |

#### **RECEIVING PARTY DATA**

| Name:           | Underwriters Laboratories Inc. |  |
|-----------------|--------------------------------|--|
| Street Address: | 333 Pfingsten Road             |  |
| City:           | Northbrook                     |  |
| State/Country:  | ILLINOIS                       |  |
| Postal Code:    | 60062                          |  |

#### PROPERTY NUMBERS Total: 6

| Property Type       | Number   |  |  |
|---------------------|----------|--|--|
| Application Number: | 12339710 |  |  |
| Application Number: | 12172353 |  |  |
| Patent Number:      | 6687624  |  |  |
| Patent Number:      | 6839608  |  |  |
| Patent Number:      | 6845289  |  |  |
| Patent Number:      | 7058618  |  |  |

#### **CORRESPONDENCE DATA**

Fax Number: (847)808-7238

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8478085500

Email: sswidler@iphorgan.net

Correspondent Name: Sean S. Swidler
Address Line 1: 1130 Lake Cook Rd.

Address Line 2: Suite 240

Address Line 4: Buffalo Grove, ILLINOIS 60089

PATENT

REEL: 023245 FRAME: 0087

OF \$240.00 12339710

500965028

| ATTORNEY DOCKET NUMBER:  | ULI 0044 US     |  |
|--|-----------------|--|
| NAME OF SUBMITTER:   | Sean S. Swidler |  |
| Total Attachments: 4 source=Executed Assignment (ULI Intl ULI)#page1.tif source=Executed Assignment (ULI Intl ULI)#page2.tif source=Executed Assignment (ULI Intl ULI)#page3.tif source=Executed Assignment (ULI Intl ULI)#page4.tif |                 |  |

PATENT REEL: 023245 FRAME: 0088

### NUNC PRO TUNC PATENT AND PATENT APPLICATION ASSIGNMENT

WHEREAS, UL International TTC GmbH, a corporation organized and existing under and by virtue of the laws of the Federal Republic of Germany, having its principal place of business located at FrankfurterStrasse 229, D-63263 Neu-Isenburg, Germany 51368 Leverkusen, Germany, (hereinafter "ASSIGNOR") is the owner of several United States Letters Patents and Applications (hereinafter "the Patents and Applications"), listed on Exhibit A appended hereto, by virtue of mesne assignments recorded in the USPTO Assignment Records on June 8, 2009, at Reel/Frame 022793/0101 and 022794/0424, respectively, as well as all inventions and improvements disclosed or claimed therein; and

WHEREAS, Underwriters Laboratories Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, having its principal place of business located at 333 Pfingsten Road, Northbrook, IL 60062 (hereinafter "ASSIGNEE"), is desirous of acquiring all the right, title and interest in, to and under the Patents and Applications; and

WHEREAS, ASSIGNOR warrants and represents that it owns the entire right, title and interest in, to and under the Patents and Applications, and was the owner of the entire right, title and interest in, to and under the Patents and Applications as of May 29, 2009, as well as all inventions and improvements disclosed or claimed therein and ASSIGNOR was on May 29, 2009, and is presently desirous of transferring to ASSIGNEE all the right, title and interest in, to and under the Patents and Applications as of May 29, 2009.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, by these presents, does hereby assign, nunc pro tunc as of the Effective Date, and transfer over to ASSIGNEE, its successors and assigns, the entire right, title

PATENT REEL: 023245 FRAME: 0089 and interest in, to and under the Patents and Applications, as listed on Exhibit A appended hereto, as well as all inventions and improvements disclosed or claimed therein, including, without limitation, all claims and causes of action for, and all right to sue for and to recover and retain damages for past infringements of, or unpaid royalties with respect to the use of the Patents and Applications (whether or not expired) and including, but not limited to, the right to receive any other compensation or damages with respect to the Patents and Applications, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, designees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment not been made.

And for the same consideration, ASSIGNOR hereby covenants that no assignment, sale, transfer, agreement or encumbrance has been made or will be made or entered into which would conflict with this assignment and sale.

And for the same consideration, ASSIGNOR hereby further covenants to cooperate with ASSIGNEE in any action in a court or administrative proceeding in an administrative agency, and that ASSIGNOR, upon ASSIGNEE's request, will provide ASSIGNEE promptly all pertinent facts and documents relating to the Patents and Applications and said inventions and improvements as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify, and direct its employees to testify and otherwise cooperate with ASSIGNEE, at ASSIGNEE's expense, as to the same in any proceeding or interference in an administrative agency or action in a court of law related thereto and ASSIGNOR will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said Patent and said inventions and improvements

2

which may be necessary or desirable to carry out the purposes hereof, and to transfer valid title to ASSIGNEE and to record such transfer, as requested by ASSIGNEE and to assist ASSIGNEE in perfecting said title.

The Effective Date effective date of this nunc pro tunc Assignment is as of May 29, 2009, irrespective of the date that the Assignment was actually signed..

| IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14 th |
|---|
| day of September, 2009.   |
| UL International TTC GmbH   |
| (CORPORATE SEAL)  By: Michael A. Saltzman, Managing Director          |
| STATE OF <u>Things</u> ) SS COUNTY OF <u>Cook</u> )                   |
| Refore me a Notory Public in and for the County and State             |

Before me, a Notary Public in and for the County and State aforesaid, appeared Michael A. Saltzman, to me personally known to be the Managing Director of UL International TTC GmbH, authorized to sign the foregoing instrument alone on behalf of UL International TTC GmbH, and acknowledged that he executed sealed, and delivered said instrument as his free and voluntary act and for the uses and purposes therein expressed.

OFFICIAL SEAL
SEAL PAMELA J FRIEDMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/20/12

My Commission Expires 5/24/2012

Notary Public

| EXHIBIT A           |   |                     |            |                      |                                  |  |  |
|---------------------|---|---------------------|------------|----------------------|----------------------------------|--|--|
| Patent/Pub<br>. No. | Title   | Issue /<br>Pub Date | Appln. No. | Filing<br>Date       | Next<br>Action/<br>Due Date      |  |  |
| 6687624             | Method and computer system for establishing a relationship between a stress and a strain  | February<br>3, 2004 | 10/108,150 | March 27, 2002       | August 3,<br>2011/<br>Maint. Fee |  |  |
| 6839608             | Hybrid model and method for determining mechanical properties and processing properties of an   | January 4,<br>2005  | 10/127,280 | April 22,<br>2002    | July 12,<br>2012/<br>Maint. Fee  |  |  |
| 6845289             | injection-molded part  Hybrid model and method for determining manufacturing properties of an injection-molded part                                     | January<br>18, 2005 | 10/127,367 | April 22,<br>2002    | July 12,<br>2012/<br>Maint. Fee  |  |  |
| 7058618             | Method for establishing stress/strain curves by means of spline interpolation on the basis of characteristic points and with the use of neural networks | June 6,<br>2006     | 10/107,762 | March 27,<br>2002    | Dec. 8,<br>2009/<br>Maint. Fee   |  |  |
| 2009-<br>0168833    | Method and device for testing the fire hazard of a material   | July 2,<br>2009     | 12/339710  | December<br>19, 2008 |                                  |  |  |
| 2009-<br>0015837    | Method and apparatus for carrying out a burning test on a test piece  | January<br>15, 2009 | 12/172353  | July 14,<br>2008     |                                  |  |  |

**RECORDED: 09/17/2009**