

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kell Erik Franke	03/20/2001
RECEIVING PARTY DATA	
Name:	ADC Telecommunications, Inc.
Street Address:	13625 Technology Drive
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344-2252
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5822119
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	Suite 100
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ATTORNEY DOCKET NUMBER:	100.629US01
NAME OF SUBMITTER:	Lisa D. Gentry
Total Attachments: 5 source=00188033#page1.tif source=00188033#page2.tif source=00188033#page3.tif source=00188033#page4.tif	

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PATENT
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PATENT TRANSFER AGREEMENT
BETWEEN ADC TELECOMMUNICATIONS INC.
AND
KELL ERIK FRANKE



This agreement for the transfer of Patents and pending Patent Applications (the "Agreement") is effective as of 20. March, 2001 (the "Effective Date") by and between ADC Telecommunications, Inc., a corporation organized under laws of Minnesota, United States of America, and having a principle place of business at 12501 Whitewater Drive, Minnetonka, MN 55343 ("ADC"), and Kell Erik Franke, an individual residing at Oester Soegade 10, 3. th., 1357 Koebenhavn K, Copenhagen, Denmark (the "Inventor").

WHEREAS, Inventor has filed and is the sole owner of a family of patents and pending patent applications related to retroreflective sheeting material technology, as further described in Exhibit A attached hereto;

WHEREAS, ADC desires to acquire the entire and exclusive right, title and interest in and to these patents, pending patent applications, inventions described therein, and any Letters Patent that may issue thereon;

NOW, THEREFORE, In consideration of the foregoing recitals, and other good and valuable consideration described herein, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment: Inventor hereby assigns, transfers and conveys to ADC all right, title, and interest throughout the world in and to the patents and pending patent applications set forth in Exhibit A, the underlying inventions described therein, and any and all Letters Patent, whether U.S. or non-U.S., which are or may be granted therefrom including any extensions, continuations, continuations-in-part, divisions, reissues, renewals, and foreign counterparts thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all rights and privileges pertaining to the Assigned Patents and Patent Applications, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof. ADC shall cover all costs and other obligations related to the Assignment.

2. Further Assignment: Inventor further assigns to and empowers ADC, its successors, assigns or nominees, all rights to prosecute the Assigned Patent Applications, to make applications for patents or other forms of protection for any inventions assigned to ADC pursuant to this Agreement, and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization. ADC shall cover all costs and other obligations related to Further Assignment.

3. Payments: In consideration of the rights and obligations of this Agreement, ADC shall make a one-time payment to Inventor of 225,000 DKK within 10



business days of the Effective Date of this Agreement. Inventor shall be solely responsible for the payment of any and all taxes related to this one-time payment.

4. Authorization of Patent and Trademark Office to Record. Inventor agrees and acknowledges that this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ADC or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

5. Further Assurances. Inventor agrees to take such further action and to execute such documents as ADC may reasonably request (without charge to ADC but at ADC's cost) to effect or confirm the conveyance to ADC of the Assigned Patents and Patent Applications. Inventor agrees to provide such assistance as ADC may reasonably request in the prosecution of the Assigned Patent Applications.

6. Documentation: Inventor shall transfer all documentation related to the Assigned Patents and Patent Applications, including without limitation the prosecution history for each of the Assigned Patents and Patent Applications to ADC, within 10 business day of the Effective Date of this Agreement.

7. Contacts: Any payments, notices or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such Party, via registered mail or other traceable delivery, postage prepaid, addressed to it at its address below or as designated by written notice given to the other Party:

For the Inventor:
Kell Erik Franke
Oester Soegade 10, 3. th.
1357 Koebenhavn K
Copenhagen, Denmark

For ADC:
ADC Denmark ApS
Attn: Managing Director
Ryttermarken 15-21
DK-3520 Farum
Denmark

8. Choice of Law: Any dispute which may occur in connection with this agreement, shall be settled in Copenhagen according to rules for hearing of cases at the Copenhagen Arbitration. All members of the Arbitration must be appointed by the Copenhagen Arbitration according to the above-mentioned rules. Danish law is



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applicable. Costs for the Arbitration shall be shared equally between Inventor and ADC, except for a party's own costs, which each party shall bear individually.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Kell Erik Franke

A handwritten signature in dark ink, appearing to read 'Kell Erik Franke', written over a horizontal line.

ADC Telecommunications, Inc.

By:

A handwritten signature in dark ink, appearing to read 'Lynn J. Davis', written over a horizontal line.

Name:

Lynn J. Davis

Title:

President, COO



EXHIBIT A

Patent family based on

International Application No. PCT/DK94/00366 filed on October 4, 1994
claiming priority from Danish Patent Application No. 112/93 of October 4, 1993

Retroreflective Sheeting Material

Status 21.12.2000

Country	Application No.	Patent No.	Date of issue	Remarks
Canada	2.173.497	-	-	Examination due 04.10.2001 7 th annuity with fine due 04.10.2001
Japan	511194/95	-	-	Examination due 04.10.2001
USA	360.786	5.822.119	13.10.1998	Maintenance fee due 13.04.2002
<u>Europe</u>	94 928 772.6	0 724 740	24.03.1999	
France				7 th annuity with fine due 30.04.2001
Germany				7 th annuity with fine due 30.04.2001
Italy				7 th annuity with fine due 30.04.2001
United kingdom				7 th annuity with fine due 04.04.2001