

12/452222

12/22/09

RJ 12-28-2009

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Our Ref.: LCM-45-335



103584545

To the Director of the U.S. Patent and Trade.		103584545		ginal documents or copy thereof.	
1. Name of conveying party(ies): 1 Dirk Schmeisser 5 2 Foseco GMBH 6 3 7 4 8 Additional name/s of conveying party/ies attached? <input type="checkbox"/>		2. Name and address of receiving party(ies): 1) Name: Foseco International Limited Street Address: 1 Midland Way, Central Park, Barlborough Links City: Derbyshire State/Country: United Kingdom Zip: S43 4XA 2) Name Street Address: City: State: Zip: Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: May 29, 2007		4. Application number(s) or patent number(s): <input checked="" type="checkbox"/> This assignment is being filed together with a new application. A. Patent Application No(s). (1) Unassigned (2) (3) B. Patent No(s). (1) (2) (3) Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Leonard C. Mitchard Internal Address: Street Address: Nixon & Vanderhye P.C. 901 North Glebe Road 11th Floor City: Arlington State: VA Zip: 22203		6. Total number of applications & patents involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140 8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.			
DO NOT USE THIS SPACE					
9. Statements and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Leonard C. Mitchard Name of Person Signing Reg. No. 29,009 Signature December 22, 2009 Date Total number of pages including original cover sheet, attachments, and document: [5]					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PATENT
REEL: 023702 FRAME: 0834

DATED 29.05 2007

DIRK SCHMEISSER

- and -

FOSECO GMBH

- and -

FOSECO INTERNATIONAL LIMITED

**ASSIGNMENT OF RIGHTS
IN INVENTION**

12/452222

THIS AGREEMENT is made this 25 day of 05 2007

BETWEEN

DIRK SCHMEISSER of Thebenkamp 3, D-46342 Velen, Germany hereinafter referred to as "the Assignor"; and

FOSECO GMBH of Gelsenkirchenerstrasse 10, D-46325 Borken, Germany hereinafter referred to as "GMBH" and

FOSECO INTERNATIONAL LIMITED of Coleshill Road, Fazeley, Tamworth, Staffordshire, B78 3TL, England hereinafter referred to as "the Assignee".

WHEREAS:

- (A) During his employment by GMBH the Assignor developed an Invention (as hereinafter defined).
- (B) The Assignor has offered the Invention to GMBH and GMBH has elected not to take assignment of the Invention but agreed that the Assignor should offer the Invention to GMBH's affiliated company the Assignee. The Assignee has elected to take assignment of the Invention and therefore the parties have agreed to enter into this Agreement to formalise their hitherto verbal agreements.

NOW THEREFORE in consideration of the premises and covenants hereinafter set forth the parties hereto agree as follows:-

1. **DEFINITIONS**

- 1.1 In this Agreement (including the Recitals) the following words and expressions shall have the following meanings:-

"the Invention"	shall mean novel rotor designs and devices for treating molten metal (pumping brick rotors "PBR" rotors) filed under Foseco patent reference FS1790.
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"Property Rights"	all or any know-how designs drawings copyrights ideas trade secrets calculations formulae and any other form of intellectual property rights relating to the Invention which are vested in the Assignor (in whole or in part) or of which the Assignor has the free right to dispose.
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- 1.2 Reference to legislative provisions shall be construed as references to those provisions as they shall have been respectively amended or re-

enacted or as their application has been modified by other provisions up to the date of this Agreement.

- 1.3 All words denoting the singular number only shall include the plural and vice versa.
- 1.4 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on construction and interpretation.

2. **ASSIGNOR WARRANTIES**

The Assignor warrants that:-

- 2.1 he is the true and first inventor of the Invention and is not aware of any lawful ground of objection to the grant of a patent in respect thereof nor has he committed any action or deed whereby the right to apply for a patent has been impugned; and
- 2.2 the Invention has been made by the Assignor in the course of his employment by GMBH; and
- 2.3 the Assignor is entitled to be named as inventor in any application for any patent in any country or territory of the world; and
- 2.4 he is entitled to make the assignments made hereunder.

3. **ASSIGNMENT**

- 3.1 The Assignor hereby assigns to the Assignee with effect from the date hereof all of his right title and interest in the Invention and the Property Rights including the right of the Assignee to file for patent protection in all countries.
- 3.2 The Assignor undertakes and agrees that he shall at the expense of the Assignee promptly sign confirm authenticate or otherwise execute any forms declarations papers or other instruments which may be required by the Assignee in order to give effect to the provisions of Clause 3.1 above.

4. **PATENTS**

The Assignee shall be solely responsible for the filing prosecution and maintenance of any patents. The Assignor undertakes and agrees that he shall provide such reasonable assistance (including the furnishing of advice, data and documents) as the Assignee may reasonably request (and at the expense of the Assignee) in order to assist the Assignee in the filing prosecution and maintenance of the patents.

5. **CONSENT**

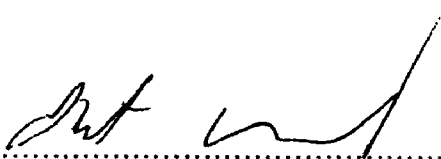
GMBH as employer of the Assignor at the time of the development of the Invention hereby consents and agrees to the Assignment hereunder.

6. **GOVERNING LAW AND JURISDICTION**

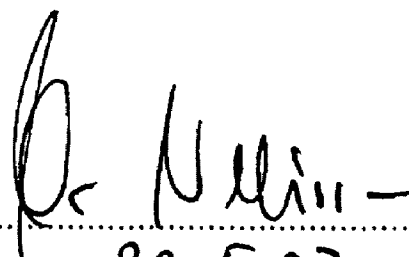
This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

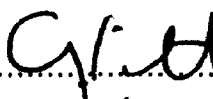
SIGNED BY
DIRK SCHMEISSER


.....
Date : ...29.05.07.....

SIGNED for and on behalf of
FOSECO GMBH


.....
Date : ...29.5.07.....

SIGNED for and on behalf of
FOSECO INTERNATIONAL LIMITED


.....
Date : ...14/5/07.....