

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | | |
|---|----------------------------|---------------|----------------|---------------------------|------------|-----------------------|------------|--------------------|------------|----------------------------|------------|-------------------------|------------|------------------|------------|---------------------|------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dr. Heinrich-Jochen Blume</td> <td>02/16/2010</td> </tr> <tr> <td>Dr. Bernhard Gottlieb</td> <td>03/13/2010</td> </tr> <tr> <td>Dr. Andreas Kappel</td> <td>09/05/2006</td> </tr> <tr> <td>Dr. Robert Wolfgang Kissel</td> <td>02/10/2010</td> </tr> <tr> <td>Karl-Heinz Mittenbuhler</td> <td>03/11/2010</td> </tr> <tr> <td>Dr. Tim Schwebel</td> <td>02/05/2010</td> </tr> <tr> <td>Carsten Wallenhauer</td> <td>04/29/2010</td> </tr> </tbody> </table> | | Name | Execution Date | Dr. Heinrich-Jochen Blume | 02/16/2010 | Dr. Bernhard Gottlieb | 03/13/2010 | Dr. Andreas Kappel | 09/05/2006 | Dr. Robert Wolfgang Kissel | 02/10/2010 | Karl-Heinz Mittenbuhler | 03/11/2010 | Dr. Tim Schwebel | 02/05/2010 | Carsten Wallenhauer | 04/29/2010 |
| Name | Execution Date | | | | | | | | | | | | | | | | |
| Dr. Heinrich-Jochen Blume | 02/16/2010 | | | | | | | | | | | | | | | | |
| Dr. Bernhard Gottlieb | 03/13/2010 | | | | | | | | | | | | | | | | |
| Dr. Andreas Kappel | 09/05/2006 | | | | | | | | | | | | | | | | |
| Dr. Robert Wolfgang Kissel | 02/10/2010 | | | | | | | | | | | | | | | | |
| Karl-Heinz Mittenbuhler | 03/11/2010 | | | | | | | | | | | | | | | | |
| Dr. Tim Schwebel | 02/05/2010 | | | | | | | | | | | | | | | | |
| Carsten Wallenhauer | 04/29/2010 | | | | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | | |
| Name: | Siemens Aktiengesellschaft | | | | | | | | | | | | | | | | |
| Street Address: | Wittelsbacherplatz 2 | | | | | | | | | | | | | | | | |
| City: | Munchen | | | | | | | | | | | | | | | | |
| State/Country: | GERMANY | | | | | | | | | | | | | | | | |
| Postal Code: | 80333 | | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12677534</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 12677534 | | | | | | | | | | | | |
| Property Type | Number | | | | | | | | | | | | | | | | |
| Application Number: | 12677534 | | | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | | |
| Fax Number: | (512)457-2100 | | | | | | | | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | | | | | |
| Phone: | 512-457-2123 | | | | | | | | | | | | | | | | |
| Email: | Trosson@kslaw.com | | | | | | | | | | | | | | | | |
| Correspondent Name: | Todd Rosson (03869.117046) | | | | | | | | | | | | | | | | |
| Address Line 1: | King & Spalding L.L.P. | | | | | | | | | | | | | | | | |
| Address Line 2: | 401 Congress Avenue #3200 | | | | | | | | | | | | | | | | |
| Address Line 4: | Austin, TEXAS 78701 | | | | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 03869.117046 | | | | | | | | | | | | | | | | |

CH \$40.00 12677534

501216065

PATENT
REEL: 024595 FRAME: 0779

NAME OF SUBMITTER:

Todd Rosson

Total Attachments: 22

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ASSIGNMENT

For good and valuable consideration, I/we, the undersigned

Dr. Heinrich-Jochen Blume
residing at:
Bachstr. 6
64291 Darmstadt
GERMANY

Dr. Bernhard Gottlieb
residing at:
Eifenstr. 16
81739 München
GERMANY

Dr. Andreas Kappel
residing at:
Zugspitzstr. 7
85649 Brunnthal
GERMANY

Dr. Robert Wolfgang Kissel
residing at:
Mainzer Straße 30
63329 Egelsbach
GERMANY

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residing at:
Barbaraweg 1
64347 Griesheim
GERMANY

Dr. Tim Schwebel
residing at:
Lindwurmstr. 100
80337 München
GERMANY

Carsten Wallenhauer
residing at:
Goetheplatz 11
01987 Schwarzheide
GERMANY

residing at:

hereby sell, assign, and transfer to

| |
|--|
| Siemens Aktiengesellschaft |
| a German corporation |
| organized and existing under the laws of GERMANY |
| having its (their) principal place of business in München; GERMANY |

herein the "Assignee(s)", its (their) successor(s), assigns and legal representatives the entire and exclusive right, title and interest in and for the United States and for any of the Contracting States bound by the PCT on the international filing date, in all and to any improvements in the

(Title:) **INFORMATION PROCESSOR AND METHOD FOR THE PRODUCTION THEREOF**

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IDNR: 4248 / 06.06.2007

Applicants File No. 2007P14016WOUS
and filed as PCT-application PCT/EP2008/061180

and in and to said application and all divisional, continuing substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and any of the Contracting States bound by the PCT on the international filing date on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and any of the Contracting States bound by the PCT on the international filing date on said improvements;

hereby agree that said Assignee(s) may apply for and receive Letters Patent for said improvements in its (their) own name and that when requested without charge to but at the expense of said Assignee(s), its (their) successor(s), assigns, and legal representatives, to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee(s), its (their) successor(s), assigns and legal representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee(s), its (their) successor(s), assigns, or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee(s), its (their) successor(s), assigns, and legal representatives; and

hereby covenant with said Assignee(s), its (their) successor(s), assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed had been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 10.2.10 _____

 Dr. Heinrich-Jochen Blume

Witnesses: [Signature] _____
 (printed name: DR. T. KERN)

Witnesses: S. Vorberg _____
 (printed name: S. Vorberg)

Date: _____

 Dr. Bernhard Gottlieb

Witnesses: _____
 (printed name: _____)

Witnesses: _____
 (printed name: _____)

Date: _____
Dr. Andreas Kappel

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Dr. Robert Wolfgang Kissel

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Karl-Heinz Mittenbühler

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Dr. Tim Schwebel

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Carsten Wallenhauer

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

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residing at:
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64291 Darmstadt
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Date: _____

Dr. Heinrich-Jochen Blume

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: 13/03/2010

Bernhard Gottlieb
Dr. Bernhard Gottlieb

Witnesses: Heim

Witnesses: B. Heim

(printed name: Rosavilla Heim)

(printed name: Barbara Heim)

Date: _____
Dr. Andreas Kappel

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Dr. Robert Wolfgang Kissel

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Karl-Heinz Mittenbühler

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Dr. Tim Schwebel

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

Date: _____
Carsten Wallenhauer

Witnesses: _____ Witnesses: _____

(printed name: _____) (printed name: _____)

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(printed name: _____)

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Date: _____

Dr. Andreas Kappel


Witnesses: _____

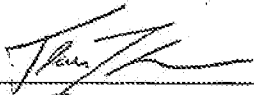
Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: 10.12.2010


Dr. Robert Wolfgang Kissel

Witnesses: 

Witnesses: 

(printed name: Thorsten Kern)

(printed name: S. Vorberg)

Date: _____

Karl-Heinz Mittenbühler

Witnesses: _____

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Witnesses: _____

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Date: _____

Dr. Heinrich-Jochen Blume

Witnesses: _____

Witnesses: _____

(printed name: _____)

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Dr. Bernhard Gottlieb

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Dr. Andreas Kappel

Witnesses: _____

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(printed name: _____)

(printed name: _____)

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Dr. Robert Wolfgang Kissel

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: 3.11.2010



Karl-Heinz Mittenbühler

Witnesses: 

Witnesses: 

(printed name: Ingo Zoller)

(printed name: Markus Jahn)

Date: _____

Dr. Tim Schwebel

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____

Carsten Wallenhauer

Witnesses: _____

Witnesses: _____

(printed name: _____)

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Witnesses: _____ Witnesses: _____

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Date: _____
_____ Dr. Bernhard Gottlieb

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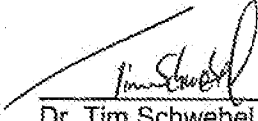
Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: 5.02.2010



Dr. Tim Schwebel

Witnesses:  _____

Witnesses:  _____

(printed name: Thomas Hartkens)

(printed name: Sonja Handl)

Date: _____

Carsten Wallenhauer

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

ASSIGNMENT

For good and valuable consideration, I/we, the undersigned

Dr. Heinrich-Jochen Blume
residing at:
Bachstr. 6
64291 Darmstadt
GERMANY

Dr. Bernhard Gottlieb
residing at:
Elfenstr. 16
81739 München
GERMANY

Dr. Andreas Kappel
residing at:
Zugspitzstr. 7
85649 Brunnthal
GERMANY

Dr. Robert Wolfgang Kissel
residing at:
Mainzer Straße 30
63329 Egelsbach
GERMANY

Karl-Heinz Mittenbühler
residing at:
Barbaraweg 1
64347 Griesheim
GERMANY

Dr. Tim Schwebel
residing at:
Lindwurmstr. 100
80337 München
GERMANY

Carsten Wallenhauer
residing at:
Goetheplatz 11
01987 Schwarzheide
GERMANY

residing at:

hereby sell, assign, and transfer to

| |
|---|
| Siemens Aktiengesellschaft |
| a German corporation |
| organized and existing under the laws of GERMANY |
| having its (their) principal place of business in München; GERMANY |

herein the "Assignee(s)", its (their) successor(s), assigns and legal representatives the entire and exclusive right, title and interest in and for the United States and for any of the Contracting States bound by the PCT on the international filing date, in all and to any improvements in the

(Title:) **INFORMATION PROCESSOR AND METHOD FOR THE PRODUCTION THEREOF**

disclosed in the PCT international application for Letters Patent designating the United States and any of the Contracting States bound by the PCT on the international filing date, said application being identified in our records as

Applicants File No. 2007P14016WOUS
and filed as PCT-application PCT/EP2008/061180

IDNR: 4248 / 06.06.2007

and in and to said application and all divisional, continuing substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and any of the Contracting States bound by the PCT on the international filing date on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and any of the Contracting States bound by the PCT on the international filing date on said improvements;

hereby agree that said Assignee(s) may apply for and receive Letters Patent for said improvements in its (their) own name and that when requested without charge to but at the expense of said Assignee(s), its (their) successor(s), assigns, and legal representatives, to carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing substitute, renewal, reissue and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee(s), its (their) successor(s), assigns and legal representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee(s), its (their) successor(s), assigns, or legal representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements in said Assignee(s), its (their) successor(s), assigns, and legal representatives; and

hereby covenant with said Assignee(s), its (their) successor(s), assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed had been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: _____

Dr. Heinrich-Jochen Blume

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____

Dr. Bernhard Gottlieb

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____

Dr. Andreas Kappel

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____

Dr. Robert Wolfgang Kissel

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____

Karl-Heinz Mittenbühler

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____

Dr. Tim Schwebel

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

Date: _____


Carsten Wallenhauer

Witnesses: _____

Witnesses: _____

(printed name: _____)

(printed name: _____)

| | |
|---|--|
| ASSIGNMENT OF APPLICATION | Docket Number (Optional) 2007P14016WOUS |
| Whereas, I/We, <u>Carsten WALLENHAUER</u> of <u>Goetheplatz 11</u> <u>01987 Schwarzheide, DE</u> hereafter referred to as applicant, have invented certain new and useful improvements in <u>INFORMATION PROCESSOR AND METHOD FOR THE PRODUCTION THEREOF</u> | |
| <input checked="" type="checkbox"/> for which an application for a United States Patent was filed on <u>March 11, 2010</u> Application Number <u>12/677,534 (based on PCT/EP2008/061180)</u> | |
| <input type="checkbox"/> for which an application for a United States Patent was executed on _____, and <u>Siemens Aktiengesellschaft</u> <u>Munich, Germany</u> Whereas, _____ of _____ here referred to "assignee" whose mailing address is <u>Wittelsbacherplatz 2, 80333 Munich, DE</u> is desirous of acquiring the entire right, title and interest in the same; | |
| Now, therefore, in consideration of the sum of <u>one</u> dollars (\$ <u>1</u>), the receipt whereof is acknowledge, and other good and valuable consideration, I/We, the applicant(s), by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire rights, title and interest in and to any and all Patents which may be granted therefore in the United States. I/We hereby authorize and request the Director of the U.S. Patent and Trademark Office to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made. | |
| Executed this <u>29</u> day of <u>April</u> , 20 <u>10</u> at <u>Munich</u> | |
|  Signature <u>Carsten Wallenhauer</u> | |
| Witnesses: <u>D. Ostermann</u> (Date) <u>29/04/2010</u> Dirk Ostermann | |
| Witnesses: <u>Torsten Reimann</u> (Date) <u>29/04/2010</u> Torsten Reimann | |
| Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below*. | |
| <input type="checkbox"/> Total of _____ forms are submitted. | |

This form offers a sample or suggested format for an assignment document. This sample form is not an OMB officially approved form.



My decision:

I consent I do not consent
to the agreement set out below

| | |
|---------------|-----------|
| _____ | _____ |
| Date | Signature |
| Name | |
| Department | |
| Site | |
| Telephone | |
| Fax | |
| E-mail | |
| Our reference | |
| Date | |

Your invention disclosure dated May 31, 2006, received: June, 1, 2006
"Piezoelektrischer Biegeaktor mit dreieckiger Grundfläche"

Dear Mr. Dr. Kappel,

By virtue of legal provisions, we are claiming the right to the invention described above without limitation. As a result of this unlimited claim, all rights to the invention shall be transferred to us. You will be required to continue maintaining the secrecy of the invention.

With respect to the further handling of rights and obligations arising from the German Law on Employee Inventions (ArbEG), we propose the following agreement:

We shall pay you a premium under the Incentive Program¹⁾, amounting to a gross sum of:

€ 300,-

(Your invention disclosure has been assigned value rating: 1)

In return, you will exempt us from the obligations of applying for domestic industrial property protection, of releasing the invention to you for foreign countries in which we do not wish to acquire industrial property rights and of assigning industrial property rights to you before abandoning an industrial property application (§§ 13 para. 1, 14 para. 2 and 16 para. 1 ArbEG). This shall not affect the option of declaring specific inventions as trade secrets (§ 17 German Employee Inventor Law - ArbEG). Our obligation to pay the appropriate inventor compensation shall also continue to exist if we apply for industrial property protection for the invention and maintain industrial property protection or declare the invention as a trade secret. The premium shall not be offset against the inventor compensation.

However, if there is no application for industrial property protection or no declaration for the invention to be a trade secret, all claims for compensation shall be settled by means of the premium. This includes claims for a different compensation arrangement (§ 12 para. 6 German Employee Inventor Law - ArbEG) due to a change in plans, which obviously cannot be certain at the time, with respect to using the invention, fixing the financial value of the invention and protecting industrial property rights; the same applies for any related claim for information and rendering of accounts.

Should you wish to receive further information in connection with how your invention is being treated, you may contact the following patent professional who is responsible for your invention:

Thomas Keller, CT IP SV, Frankfurt / Main, Tel.L +49 69 40805 367,

The "Treatment of Employee Inventions" described in the annex shall furthermore be agreed.

Please return forthwith the enclosed copy of this letter duly showing your decision to the following address:

Siemens AG
CT IP S, Mch P
Postfach 22 16 34
80506 Munich

Yours sincerely,
Siemens Aktiengesellschaft

Annexes
Treatment of Employee Inventions
Copy of this letter

1) <http://intranet.ct.siemens.de/ip-web/de/arbeit/patente/incentive/index.html>

2) see also Interactive Inventor: <http://intranet.ct.siemens.de/interactive-inventor>

Corporate Technology

Corporate Intellectual Property and Functions

Head:
Dr. Winfried Böttner

Postal address:
Siemens AG

Postfach 22 16 34
80506 Munich

Visiting address:
Otto-Hahn-Ring 6
81739 Munich

Siemens Aktiengesellschaft · Chairman of Supervisory Board: Heinrich v. Pierer · Managing Board: Klaus Kleinfeld, President and CEO; Johannes Feldmayer, Thomas Ganswindt, Edward G. Kruttschank, Rudi Lamprecht, Heinz-Joachim Neubürger, Jürgen Redomski, Erich R. Reinhardt, Uriel J. Sharet, Claus Weyrich, Klaus Wucherer
Registered offices: Berlin and Munich · Registry court: Berlin-Charlottenburg, Commercial Register 12300; Munich, HRB 6684

PATENT

REEL: 024595 FRAME: 0800

IDNR: 2701 / V: 04-1.00 / B: Val

Treatment of Employee Inventions

General:

If you are not able to send us your decision before expiry of the legally prescribed claim period of four months from receipt of the invention disclosure (§ 6 para. 2 ArbEG), we shall serve a declaration of the claim in good time – if necessary by “registered delivery with advice of receipt form” to your home address to safeguard rights.

By virtue of the reciprocal obligations existing between employer and employee under the German Law on Employee Inventions (ArbEG), we may be required to send you notifications as well as receive declarations from you. There may be a deadline applicable for such notifications and declarations. For this reason, we kindly request you to notify us of any change in your address. In the event that your current address is no longer available, attempts to send you legally prescribed notifications shall cease if it is not possible to obtain your current address by applying to the residents' registration office responsible with jurisdiction for your previous address.

We reserve the right to rescind, change or supplement the provisions of the “Incentive Program” and “Treatment of Employee Inventions” at any time. Agreements already made that incorporate the current provisions shall not be affected hereby.

Acquisition of industrial property protection:

If industrial property protection is obtained with respect to your invention, a national application or application under the European Patent Convention and/or Patent Cooperation Treaty is usually filed. We shall provide you with a copy of the initial application as well as a copy of the patent specification once a patent applicable for Germany has been granted.

If you do not consent to the proposed agreement, we shall obtain your approval if an application for a patent or utility model is not made for your invention. In the event of an application, we shall notify you at the latest one month before expiry of the one-year priority period after submitting the initial application, whether – and if applicable in which foreign countries – industrial property protection is to be acquired. At the same time, the invention will be released to you in the remaining foreign countries. In those countries in which the invention has been released to you, you may make a subsequent application for the invention at your own cost. We request you to notify us if necessary of the countries you have selected, so that we may forward you the necessary documentation for the application.

For all releases to use industrial property protection abroad, we reserve – on our own behalf and/or on behalf of your employer – the non-exclusive right according to legal provisions to use the invention subject to appropriate compensation and we demand that, with respect to exploiting the invention released to date in the relevant foreign countries, you take into account obligations vis-à-vis ourselves and/or your employer arising from contracts existing at the time of the release pertaining to the service invention subject to appropriate compensation. We also reserve the right – on our own behalf and/or on behalf of your employer – to retain, in a separate agreement with you, non-exclusive rights for all present and future companies affiliated to and associated with our company, for their and our customers or purchasers and for our business and contractual partners as well as for third parties, to whom we have already granted such rights of use or will grant in the future, subject to appropriate compensation.

On account of the large number of pending cases, we generally shall not provide you with written notification of progress of individual grant procedures. The further treatment of your invention disclosures and progress of grant procedures may be monitored via Interactive Inventor, which can be accessed via the Corporate Intellectual Property home page on the intranet: “<http://intranet.siemens.de/patent/>” (under “support”) or directly via “<http://intranet.ct.siemens.de/interactive-inventor/>”. You may also at any time contact the patent professional assigned to you for information in this respect.

Abandoning industrial property rights:

If you do not consent to the proposed agreement and industrial property protection or an application for industrial property protection is abandoned – which in turn means that a legal position is definitively abandoned – and your claims for compensation arising from the invention have not yet been conclusively discharged at this point, we shall offer to transfer to you the industrial property protection and/or application for industrial property protection. If you wish to accept the transfer offer, we shall provide you with the documentation required for the transfer and transcription to you, at your cost. To this end, we shall propose an agreement of reservation clauses corresponding to the releases to use industrial property protection abroad under the above agreement.

Inventor compensation:

On account of the large number of cases occurring, we shall assess the inventions together in one batch at longer intervals. Only in this way is it possible to keep the time required to determine inventor compensation within reasonable limits. We trust we have your understanding in this matter.

The assessment itself is carried out in accordance with the German Employee Inventor Law, taking into account the “German Guidelines on Compensation for Employee Inventions in Private Companies”. The following principles are therefore assumed:

For the period for which an invention used in a company does not entail industrial property protection granted and/or registered *res judicata* with effect for Germany, compensation shall be provided on a provisional basis, i.e. taking into consideration a reduction in risk. In the event of particularly high sales, we shall grade the compensation according to the categories specified in the table listed in the official guidelines (no. 11) (Reduction in License Fee). If an invention is not used in the company, compensation for a possible inventory value shall be taken into consideration depending on the circumstances of the individual case, if industrial property protection has been granted and/or registered *res judicata* for the invention with effect for Germany.

If compensation is applicable, we shall notify you of this in writing and shall arrange for the amount of the compensation to be transmitted to you, less statutory deductions. If no declaration to the contrary is received from you within two months of paying you this compensation, we shall assume that you are in agreement with the compensation determined.

For the rest, we shall endeavor to enter into a conclusive agreement with you pertaining to your compensation claims arising from the invention as soon as possible – in any event by the time you leave the company.

PATENT

REEL: 024595 FRAME: 0801

Meine Entscheidung:
Der nachstehenden Vereinbarung stimme ich
 zu. nicht zu.

05.09.2006

Datum

Unterschrift

| | |
|-----------------|-------------|
| CT IPS AM Mch P | |
| rec. | SEP 06 2006 |
| JP | |
| time limit | |

Herrn
Dr. Andreas Kappel
CT PS 8

Mch P

| | |
|---------------|--------------------------|
| Name | Kati Doetsch |
| Abteilung | CT IP S AM |
| Telefon | +49 89 40805 392 |
| Fax | +49 89 40805 370 |
| E-Mail | kati.doetsch@siemens.com |
| Unser Zeichen | 2006E12749 DE |
| Datum | 31.Aug.2006 |

ET
lu

Ihre Erfindungsmeldung vom 31.08.2006, Eingang: 01.08.2006
"Piezoelektrischer Biegeaktor mit dreieckiger Grundfläche"

Sehr geehrter Herr Dr. Kappel,

aufgrund der gesetzlichen Bestimmungen nehmen wir die oben bezeichnete Erfindung unbeschränkt in Anspruch. Mit der unbeschränkten Inanspruchnahme gehen alle Rechte an der Erfindung auf uns über. Die Erfindung ist von Ihnen weiterhin geheim zu halten.

Zum Vollzug der Inanspruchnahme und der Überleitung der Erfindungsrechte sowie zur weiteren Handhabung von Rechten und Pflichten aus dem Gesetz über Arbeitnehmererfindungen (ArbEG) schlagen wir Ihnen folgende Vereinbarung vor:

Wir zahlen Ihnen eine Prämie nach unserem Incentive-Programm¹⁾. Sie beträgt brutto:

€ 300,-

(Bei Ihrer Erfindungsmeldung wurde die Wertzahl: 3 vergeben.)

Im Gegenzug verzichten Sie rückwirkend auf die Schriftform (persönliche Unterschrift) dieser Inanspruchnahmeerklärung und erklären sich damit einverstanden, dass die Erfindungsrechte auf uns übergegangen sind. Zugleich befreien Sie uns von den Pflichten zur Schutzrechtsanmeldung im Inland, zur Freigabe nicht beanspruchten Auslands und zur Übertragung von Schutzrechtspositionen vor dem Falllassen (§§ 13 Abs. 1, 14 Abs. 2 und 16 Abs. 1 ArbEG). Die Möglichkeit, bestimmte Erfindungen zum Betriebsgeheimnis zu erklären (§ 17 ArbEG), bleibt hiervon unberührt. Auch unsere Verpflichtung zur Zahlung einer angemessenen Erfindervergütung bleibt bestehen, wenn wir die Erfindung zum Schutzrecht anmelden und das Schutzrecht aufrechterhalten oder die Erfindung zum Betriebsgeheimnis erklären. Eine Anrechnung der Prämie auf die Erfindervergütung erfolgt nicht.

Kommt es jedoch weder zu einer Schutzrechtsanmeldung noch zu einer Erklärung zum Betriebsgeheimnis, sind mit der Prämie alle Vergütungsansprüche abgegolten. Abgegolten ist hiermit auch ein etwaiger Anpassungsanspruch (§ 12 Abs. 6 ArbEG) wegen einer Veränderung einer heute naturgemäß nicht sicheren Prognose zur Benutzung, zum wirtschaftlichen Wert der Erfindung und zur Schutzrechtsabsicherung; Entsprechendes gilt für einen hierauf bezogenen etwaigen Anspruch auf Auskunft und Rechnungslegung. Sollten Sie im Zusammenhang mit der Behandlung Ihrer Erfindung weitere Auskünfte wünschen, steht Ihnen insbesondere der für Sie zuständige Patent Professional:

Thomas Keller, CT IP SV, Frankfurt / Main, Tel.: +49 69 40805 367.

zur Verfügung²⁾

Im Übrigen gehen wir davon aus, dass Sie mit unserer in der Anlage beschriebenen "Behandlung von Dienst-Erfindungen" einverstanden sind.

Bitte senden Sie das beigefügte Doppel dieses Schreibens mit Ihrer Entscheidung umgehend zurück an:

Siemens AG
CT IP S, Mch P
Postfach 22 16 34
80906 München

Mit freundlichem Gruß

Siemens Aktiengesellschaft

gez. ppa. Gollwitzer gez. i.V. Feichtner

Anlagen
Behandlung von Dienst-Erfindungen
Doppel dieses Schreibens

1) <http://intranet.ct.siemens.de/ip-web/de/arbeit/patente/incentive/index.html>
2) siehe auch Interactive Inventor: <http://intranet.ct.siemens.de/interactive-inventor>

Corporate Technology

Corporate Intellectual Property and Functions

Leitung:
Dr. Winfried Bühner

Briefadresse:
Siemens AG

Hausadresse:
Kruppstr. 105
60388 Frankfurt

Siemens Aktiengesellschaft - Vorsitzender des Aufsichtsrats: Heinrich v. Pierer - Vorstand: Klaus Kleinfeld, Vorsitzender; Johannes Feldmayer, Thomas Ganswindt, Joe Kaiser, Edward G. Krubasik, Rudi Lamprecht, Eduardo Montes, Klaus Rademacher, Erik R. Reinhardt, Hermann Reinhardt, Holger I. Scharf, Chris Marisch, Klaus Mischner

ICNIR: 3006 / 22.03.2006