### 501987565 07/13/2012

### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Tomas Smetana	04/16/2012
Raphael Fischer	04/20/2012
Bernd Gombert	05/16/2012

# **RECEIVING PARTY DATA**

Name:	Schaeffler Technologies AG & Co. KG
Street Address:	Industriestrasse 1-3
City:	Herzogenaurach
State/Country:	GERMANY
Postal Code:	91074

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13521627

### CORRESPONDENCE DATA

Fax Number: (212)736-2427 Phone: 2127361940

Email: sperez@ddkpatent.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Davidson, Davidson & Kappel, LLC.

Address Line 1: 485 Seventh Avenue

Address Line 2: 14th Floor

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	619.1001

NAME OF SUBMITTER: William C. Gehris, Reg. No. 38,156

Total Attachments: 4

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> PATENT REEL: 028541 FRAME: 0738

CH \$40.00

# **ASSIGNMENT**

WHEREAS, I (We), Tomas SMETANA, residing at Frauenauracher Strasse 15a, 91074 Herzogenaurach, Germany, Raphael FISCHER, residing at Von-Hauck-Strasse 20, 91074 Herzogenaurach, Germany, and Bernd GOMBERT, residing at Am Technologiepark 12, 82229 Seefeld, Germany, ASSIGNOR(S), have invented certain new and useful improvements in DISPLACEABLE SYSTEM, an application for a Patent of the United States for which:

 I (we) am (are) about to execute;	
was executed on is identified by Davidson, Davidson & Kappel, LLC, Docket No. <u>619.1001</u> ; was filed on <u>April 13, 2011</u> as International Application Serial No. <u>PCT/EP20</u> I (we) hereby authorize and request our attorney, Davidson, Davidson & Kappel Seventh Avenue, 14 <sup>th</sup> Floor, New York, New York 10018 to insert here in	III C of 495
and application number of said application when known; and	

WHEREAS, <u>Schaeffler Technologies AG & Co. KG</u>, <u>Industriestrasse 1-3</u>, <u>91074</u> <u>Herzogenaurach</u>, <u>Germany</u>, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filled for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

I (WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and

I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated: 2012-04-26	T. Cleve
	Tomas SMETANA
Dated: <u>2012 - 04 - 20</u>	Z.tischer
	Raphael FISCHER
D	•
Dated:	Rernd COMPERT
	KAMA (30 MARED)

### **ASSIGNMENT**

WHEREAS, I (We), <u>Tomas SMETANA</u>, <u>residing at Frauenauracher Strasse 15a, 91074 Herzogenaurach</u>, <u>Germany</u>, <u>Raphael FISCHER</u>, <u>residing at Von-Hauck-Strasse 20, 91074 Herzogenaurach</u>, <u>Germany</u>, <u>and Bernd GOMBERT</u>, <u>residing at Am Technologiepark 12, 82229 Seefeld</u>, <u>Germany</u>, <u>ASSIGNOR</u>(S), have invented certain new and useful improvements in <u>DISPLACEABLE SYSTEM</u>, an application for a Patent of the United States for which:

	I (we) am (are) about to execu	ite;	
	was executed on		(date(s));
<u>X</u> X	is identified by Davidson, David	idson & Kappel, LLC, Docket No.	619.1001;
X	was filed on April 13, 2011 as	International Application Serial N	o. PCT/EP2011/055758:
X		quest our attorney, Davidson, Davi	
	Seventh Avenue, 14th Floor, I	New York, New York 10018 to in	sert here in parentheses
	(Application number	. filed	) the filing date
	and application number of said	d application when known; and	

WHEREAS, <u>Schaeffler Technologies AG & Co. KG, Industriestrasse 1-3, 91074 Herzogenaurach, Germany</u>, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I (we), the said ASSIGNOR(S), have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

I (WE) HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

I (WE) HEREBY covenant and agree that I (we) have full right to convey the entire interest herein assigned, and that I (we) have not executed, and will not execute, any agreement in conflict herewith; and

I (WE) HEREBY further covenant and agree that I (we) will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I (we) hereunto set my (our) hand(s) and seal(s) the day and year set opposite my (our) signature(s).

Dated:	
	Tomas SMETANA
Dated:	Raphael FISCHER
	,
Dated: 2012-05-16	Jamles &
	Bernd GOMBERT

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