

06/14/2013



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U.S. DEPARTMENT OF COMMERCE
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and documents or the new address(es) below.

To the Director of the U.S. Patent

1. Name of conveying party(ies)

MATHIAS M. SCHUBERT;
TINO HOFMANN

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02/26/2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

4. Application or patent number(s):

A. Patent Application No.(s)

13/815,487

☐ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: JAMES D. WELCH

Internal Address:

Street Address: 10328 PINEHURST AVE.

City: OMAHA

State: NE Zip: 68124

Phone Number: 402-391-4448

Fax Number: 402-391-4448

Email Address: JDWSCMOS@NETZERO.NET

9. Signature:

JAMES D. WELCH

Name of Person Signing

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name 00000037 13815487

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40.00 00

Total number of pages including cover sheet, attachments, and documents: 4

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 1460, Alexandria, V.A. 22313-1460

ASSIGNMENT

WHEREAS WE, CRAIG M. HERZINGER, MATHIAS M. SCHUBERT, TINO HOFMANN, MARTIN M. LIPHARDT and JOHN A. WOOLLAM, are the Inventors of the invention titled "TERAHERTZ-INFRARED ELLIPSOMETER SYSTEM, AND METHOD OF USE"; and

WHEREAS WE are the owners of record of a United States Patent Application of the title recited above which is being submitted to the United States Patent Office, the Serial Number of which is 13/815,487; (to be filled-in when available), and

13/815,487
WHEREAS WE might pursue Foreign Patent Applications under the Cooperation Treaty and directly in Non-Member Nations which concern the same Invention and Improvements thereto; and

WHEREAS WE are, under the terms of an Agreement or Employment Contract with the J.A. WOOLLAM CO. INC. and/or THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA, obligated to assign any and all Patent Applications and Patents which Issue thereon, Domestic and Foreign, Present and Future for said Invention and Improvements thereto to the J.A. WOOLLAM CO. INC. and/or THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA; and

WHEREAS the J.A. WOOLLAM CO. INC. is desirous of accepting an Assignment of any and all interest in said Application(s) for Patent(s) and Patent(s) which Issue thereon, Domestic and Foreign, Present and Future as provided for in said Agreement or Employment Contract with the Inventors;

NOW THEREFORE, in recognition of the receipt of One Dollar (\$1.00) and other good, valuable and sufficient consideration received from J.A. WOOLLAM CO. INC. and/or THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA, WE CRAIG M. HERZINGER, MATHIAS M. SCHUBERT, TINO HOFMANN, MARTIN M. LIPHARDT and JOHN A. WOOLLAM do:

1. Hereby Sell, Assign, Transfer and/or otherwise Set Over Without Reservation and Conditions other than those recited herein, to the J.A. WOOLLAM CO. INC. and/or THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA, their Legal Representatives, Successors, Assigns etc. the entire interest in the Rights and Title to any Patent Applications and Patents which Issue thereon, Domestic and Foreign, Present and Future, for said Invention and Improvements; so that the J.A. WOOLLAM CO. INC. and/or THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA shall hereafter each own an undivided 50% interest in all Rights and Title as fully and completely as WE would have owned said Rights and Title were the present Assignment not made, with the full understanding that the entire Rights and Title to said Invention shall immediately vest, irrevocably, in the J. A. WOOLLAM CO. INC. and/or THE BOARD OR

REGENTS OF THE UNIVERSITY OF NEBRASKA, their Legal Representatives, Successors, Assigns etc.

2. Agree to execute all future documents as may be necessary to acquire issue of the Patent Application and additional Patents Applications for said Invention, and Improvements thereto, in the United States and in Foreign Countries.

3. Request that the Commissioner of Patents and Trademarks in the United States and the equivalent in Foreign Countries issue United States Patent Application, Serial Number 13/815,487, (to be filled-in when available), and such additional Patent Applications, Domestic or Foreign which result from future Patent Cooperation Treaty Patent Application, Foreign or Domestic Patent Applications to the J. A. WOOLLAM CO. INC. and/or THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA, their Legal Representatives, Successors, Assigns etc., as the case might at the Issue Date thereof.

4. Agree that WE will, at no time, do anything to jeopardize the validity of any Patent or Patent Application, Domestic or Foreign, Present or Future other than as necessitated by the duty of Truthful Disclosure required during the normal course of Patent Application Prosecution or Litigation before an Examining or Judicial Authority.

IN AGREEMENT WITH THE FOREGOING, WE, CRAIG M. HERZINGER, MATHIAS M. SCHUBERT, TINO HOFMANN, MARTIN M. LIPHARDT and JOHN A. WOOLLAM AS INVENTORS, HEREBY WILLINGLY AND FREELY, IN RECOGNITION OF GOOD, VALUABLE AND SUFFICIENT CONSIDERATION RECEIVED FROM THE J.A. WOOLLAM CO. INC. AND/OR THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA AND I, JOHN A. WOOLLAM, AS PRESIDENT OF THE J.A. WOOLLAM CO. INC. AND I, DAVID W. CONRAD, REPRESENTING THE BOARD OR REGENTS OF THE UNIVERSITY OF NEBRASKA, HEREBY AFFIX OUR SIGNATURES TO EFFECT THE TERMS OF THIS ASSIGNMENT, SAID SIGNATURES EACH BEING AFFIXED IN THE PRESENCE OF A NOTARY PUBLIC.

MATHIAS M. SCHUBERT
INVENTOR

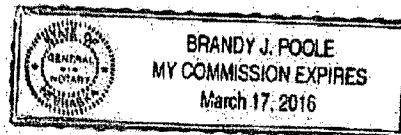
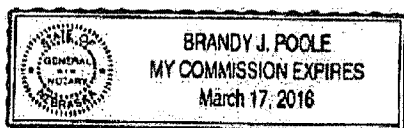
DATE

TINO HOFMANN
INVENTOR

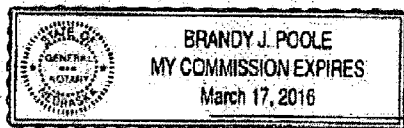
DATE

BRANDY J. POOLE 2-22-13
NOTARY PUBLIC DATE

BRANDY J. POOLE 2-25-13
NOTARY PUBLIC DATE

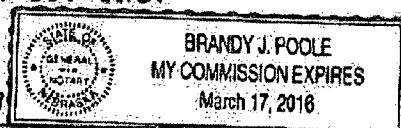


Craig M. Herzinger 2/22/2013
CRAIG M. HERZINGER DATE
INVENTOR



Brandy J. Poole 2-22-13
NOTARY PUBLIC DATE

John A. Woollam 2/22/13
JOHN A. WOOLLAM DATE
INVENTOR AND PRESIDENT OF
THE J.A. WOOLLAM CO. INC.

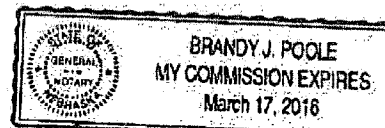


Brandy J. Poole 2-22-13
NOTARY PUBLIC DATE

David W. Conrad 2/26/13
DAVID W. CONRAD DATE

FOR THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA

Martin M. Liphardt 2-22-13
MARTIN M. LIPHARDT DATE
INVENTOR



Brandy J. Poole 2-22-13
NOTARY PUBLIC DATE

Brandy J. Poole 2-22-13
NOTARY PUBLIC DATE