

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CATERPILLAR GLOBAL MINING EUROPE GMBH	02/19/2014
RECEIVING PARTY DATA	
Name:	DR. MANFRED ZIEGLER
Street Address:	BOZENER STRASSE 24
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State/Country:	GERMANY
Postal Code:	D-44229
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7353937
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ATTORNEY DOCKET NUMBER:	12-2460
NAME OF SUBMITTER:	LINDA L. MAYERNICH
SIGNATURE:	/Linda L. Mayernich/
DATE SIGNED:	03/11/2014
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

Between

Caterpillar Global Mining Europe GmbH, Industriestraße 1, D-44534 Lünen, Germany
- in the following referred to as "Assignor" -

and

Dr. Manfred Ziegler, Bozener Straße 24, D-44229 Dortmund, Germany
- in the following referred to as "Assignee" -

PREAMBLE

Assignor is owner of the patents and applications as listed in Schedule 1 attached to this Assignment (the "Patents"). Priority application of these Patents is German patent application DE 100 459 39 referring to a method for monitoring a belt orientation and/or belt travel of a band belt conveyor apparatus that was filed on May 6, 2005. Assignor wishes to assign and Assignee wishes to acquire the entire right, title and interest to the Patents as listed in Schedule 1 for the purpose of commercial exploitation. For this reason, the parties conclude the following Agreement.

1. SUBJECT MATTER

1.1 Assignor hereby assigns to Assignee the Patents with all rights and obligations pertaining thereto.

1.2 Patents shall be for the use of Assignee and its successors, assignees or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

1.3 Patents are assigned and transferred together with all income, royalties, or other payments that become due or payable as of the Effective Date or thereafter, including, without limitation, all payments resulting from claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for the use of Assignee and its successors, assignees, or other legal representatives.

1.4 Assignee agrees with the assignment of the aforementioned intellectual property rights.

2. REGISTRATION

Assignor agrees to the registration of the assignment of the Patents pursuant to this Agreement in the pertaining patent registers and undertakes to deliver all documents with all necessary signatures and to perform all measures which are required or useful for this purpose.

3. WARRANTIES

3.1 Assignee is aware of the technical features of the invention. Assignor is not liable for the technical utility and commercial exploitability of the invention.

4. COSTS

The costs and fees triggered by this Agreement as well as all costs for the assignment and recording will be borne by the Assignee. The Assignee will also pay all the fees and costs for maintenance of the patent after the execution of this agreement.

5. JURISDICTION AND APPLICABLE LAW

For all controversies out of this Agreement the appropriate court located in Germany shall have jurisdiction. The Agreement shall be governed and construed in accordance with the laws of Germany.

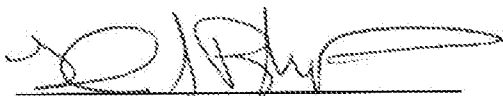
6. PARTIAL INVALIDITY

6.1 If at any time, any one or more provisions hereof is or becomes invalid, illegal or unenforceable in any respect, that provision shall be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions of this Agreement. The invalid, illegal or unenforceable provision shall be deemed replaced by a valid, legal and enforceable provision which comes as close as possible to the original intent of the parties and the invalid, illegal or unenforceable provision. This shall apply analogously in the case of gaps.

6.2 If the assignment of anyone or more of the Patents is or becomes invalid, this shall not affect or impair the validity of the assignment of the remaining Patents.

DATE: 06.02.2014

DATE: 19.2.2014



Title: Tom Bluth, VP Products, 2014



Dr. Manfred Ziegler
Assignee

Caterpillar Global Mining Europe GmbH
Assignor

Doc No	Country	Status	Convention Type	Application Date	Application Number	Grant Date	Patent Number
12-2460	Australia	Granted	Pct - PCT Convention	04/08/2006	20060346083	08/11/2011	2008246033
12-2460	Austria	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	EP 1877390
12-2460	Bulgaria	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	EP 1877390
12-2460	China P. R.	Granted	Pct - PCT Convention	04/08/2006	200600015452.0	12/18/2011	300680015452.0
12-2460	Czech Republic	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	EP 1877390
12-2460	Finland	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	EP 1877390
12-2460	Great Britain	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	EP 1877390
12-2460	India	Filed	Pct - PCT Convention	04/08/2006	5992/CHEMP/0007		
12-2460	South Africa	Granted	Pct - PCT Convention	04/08/2006	200740253	08/20/2010	300740253
12-2460	Sweden	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	EP 1877390
12-2460	Turkey	Granted	Epc - European Patent	04/08/2006	06724157.0	08/22/2011	301108234
12-2460	United States	Granted	Iss - Based on Priority Case	03/05/2006	11281893	04/09/2008	7353937

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