

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3361704

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRANSCODENT GMBH & CO. KG	04/16/2015
RECEIVING PARTY DATA		
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PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13883227
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Total Attachments: 4		
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Patent Assignment Agreement

between

Dentsply International Inc.
221 W. Philadelphia Street
York, PA 17401, U.S.A.

in the following referred to as "Dentsply"

and

Transcodent GmbH & Co. KG
Zum Kesselort 53, 24149 Kiel, Germany

in the following referred to as „Transcodent“

Preamble

Transcodent is the owner of the following patents / utility models / patent applications:

Germany

Priority application: DE 10 2010 060 308 A1

Utility model: DE 20 2010 015 595 U1

International

Application no. PCT/EP2011/069216 Publication no. WO 2012/059504 (expired)

Europe

Application no. 11 779 386.9 Publication no. 2 635 493

Validated in AT, CH, DE, FR, IT, GB

USA

Application no. 13/883,227 Publication no. 2014/0238528 A1

in the following referred to as „the Patents“

The abstract of the US patent is as follows:

The invention relates to a filling device (1) comprising a first component (2) and a second component (3).

The first component (2) comprises a dosing cylinder (20) having a high-viscosity material (4) arranged

therein. The second component (3) comprises a workpiece carrier (30) and a receiving carrier (31). The receiving carrier (31) is moveably connected to the workpiece carrier (30). The movement v of the receiving carrier (31) during the filling process is determined by both the dynamic pressure exerted by the composite (4) and by a counterforce G generated by a proportional pneumatic unit (35).

This abstract in principle also applies for the other patents.

§ 1 Subject matter

1. Transcodent herewith assigns to Dentsply the Patents with all rights and obligations connected thereto. Dentsply accepts the assignment.
2. Transcodent agrees to the recording of the assignment of the Patents in the register of the German Patent Office and the US Patent Office, respectively, and all other national patent offices concerned and Transcodent promises to provide the required documents and to make all necessary signatures.

§ 2 No Sales Price

The assignment of the Patents shall be free of charge, though the parties have agreed that they have exchanged other good and valuable consideration in support of this assignment and agreement.

§ 3 Warranties

1. Dentsply is aware of the technical features of the invention and the Patents. Transcodent is not liable in particular, but not limited to for the technical utility of the Patents and completeness of the technical documents.
2. Transcodent declares that legal defects in the Patents and technical defects in the invention are not known to Transcodent. A liability for freedom of defects, particularly dependency of the invention or the Patents is not undertaken. In particular, Transcodent does not make any representations or warranties, express or implied, regarding the merchantability, or novelty, or permanent legal validity or fitness for a particular purpose. Transcodent does not warrant that the Patents will not infringe any third party rights; however, Transcodent is not aware of such infringement. All rights of warranty or rescission by Dentsply are excluded.
3. Transcodent has full right to the entire interest it is assigning herein.
4. In no event shall Transcodent, its employees or organs be liable to Dentsply for any incidental, punitive, special or consequential damages, regardless of how these were caused and whether arising

under contract, tort, negligence or any other area of law. Transcodent, however, shall be fully liable to third parties with regard to its use of the Patents.

5. In no event shall Dentsply, its employees, agents, affiliates or organs be liable to Transcodent, its affiliates, employees, shareholders, and assigns for any incidental, punitive, special or consequential damages, regardless of how these were caused and whether arising under contract, tort, negligence or any other area of law. Dentsply, however, shall be fully liable to third parties with regard to its use of the Patents.

§ 4 Confidentiality and non-competition clause

Transcodent promises to keep knowledge relating to the patented process, this Agreement, its contents, and all related information strictly confidential, unless knowledge about the patented process or related information became public domain. Transcodent is allowed to disclose the existence of the license as such.

§ 5 No-challenge clause, License

1. Transcodent promises not to attack the Patents and not to assist third parties in attacks on the Patents. Transcodent also promises and agrees not to bring any legal action against Dentsply and its affiliates, customers, and assigns, related to the Patents. Dentsply agrees not to assert any claims and/or to bring a legal action against Transcodent and its affiliates, customers and assigns, concerning matters occurring prior to the date of this Agreement and related to the Patents or to the subject matter raised in Dentsplys (the German affiliate Dentsply DeTrey GmbH) letter of 3 April 2012.
2. Dentsply hereby grants to Transcodent a non-assignable, irrevocable, world-wide, time-unlimited, fully paid, royalty-free, unlimited-use, not sub-licensable license in and to the Patents.

§ 6 Costs

The costs for the assignment and recording will be borne by Dentsply. Dentsply will also pay all the fees and costs for maintenance of the Patents after the execution of this Agreement.

§ 7 Jurisdiction and applicable law and General Provisions

1. For all controversies out of this Agreement the patent chamber of the District Court Munich I shall have jurisdiction. The Agreement will be interpreted under German law.

2. Oral agreements have not been made.
3. If any terms of this Agreement is or becomes invalid or not enforceable the parties will replace such provisions by valid ones which reach the economic purpose of the invalid or not enforceable provisions as far as possible so that reasonably it can be assumed that the parties would have concluded the Agreement with such new provisions. This clause shall also apply in case of a gap in the Agreement which has to be provided for.
4. Transcodent agrees that it will execute all papers as may be necessary and as Dentsply may reasonably request to allow Dentsply to perfect its title to the Patents. Transcodent similarly agrees to provide reasonable assistance as Dentsply requests in all legal proceedings concerning the Patents, and to sign all papers or execute all disclaimers and divisional, continuing, reissue and foreign applications, and to generally do everything reasonably possible to aid Dentsply, its successors, assigns, nominees, and legal representatives to obtain and enforce all rights therein in the Patents. All assistance shall be at the reasonable expense (including compensation of time involved) of Dentsply, its successors, assigns, nominees or legal representatives.

Place, Date

Dubler, PA USA
April 3, 2015

Eugene A DDTD

Dentsply International Inc.

Place, Date

Kuel, Germany
April 16, 2015

[Signature]

Transcodent GmbH & Co. KG