

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/31/2012
CONVEYING PARTY DATA	
Name	Execution Date
BERND HEINRICH RIES	10/29/2012
FRANK FRIEDRICH LACHMANN	10/29/2012
RECEIVING PARTY DATA	
Name:	ELEMENT SIX GMBH
Street Address:	STADEWEG 18-24
City:	BURGHAUN
State/Country:	GERMANY
Postal Code:	36151
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14418977
CORRESPONDENCE DATA	
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SIGNATURE:	/Lucy Kimsey/
DATE SIGNED:	06/17/2015
Total Attachments: 2	
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ASSIGNMENT

PARTIES:

- (1) **Bernd Heinrich RIES and Frank Friedrich LACHMANN** both of Element Six GmbH, Stadeweg 18-24, Burghaun 36151, Germany
(hereinafter collectively and severally "the INVENTOR")
- (2) **ELEMENT SIX GMBH** a company registered in Germany under company no. HRB 5893 of Stadeweg 18-24, Burghaun 36151, Germany

WHEREAS:

- A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and Application Date	Inventors	Title	References
GB	1215555.2 filed on 31 August 2012	Bernd Heinrich RIES;	Pick Assembly, Bit Assembly and Degradation Tool	PF1184-GB-0
US	61/695,497 filed on 31 August 2012	Frank Friedrich LACHMANN and Robert FRIES		PF1184-US-0

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

- 1.1 The INVENTOR confirms the assignment, and as necessary assigns, to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE"), and the ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:
 - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
 - (b) all right title and interest in and to the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the

inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");

- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.

- 1.2 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.3 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English Courts in respect of any dispute relating to this Assignment.

Signed by the INVENTOR

Signature: 

Name: **Bernd Heinrich RIES**

Date: 2012-10-23

Signed by the INVENTOR

Signature: 

Name: **Frank Friedrich LACHMANN**

Date: 2012-10-23

Signed on behalf of the ASSIGNEE:

Company name: **ELEMENT SIX GMBH** (company no. HRB 5893)

Signature: 

Name: HAARD-GEORG HILDEBRAND

Position: EXECUTIVE DIRECTOR RE WARD PATENT GMBH

Date: 2012-10-23