

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3482914

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SIEMENS INDUSTRY, INC.	07/07/2015
RECEIVING PARTY DATA		
Name:	PRIMETALS TECHNOLOGIES AUSTRIA GMBH	
Street Address:	TURMSTRASSE 44	
City:	LINZ	
State/Country:	AUSTRIA	
Postal Code:	4031	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14415859
CORRESPONDENCE DATA		
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-382-0700	
Email:	ckupferberg@ostrolenk.com	
Correspondent Name:	OSTROLENK FABER LLP	
Address Line 1:	1180 AVENUE OF THE AMERICAS	
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ATTORNEY DOCKET NUMBER:	P/5070-208	
NAME OF SUBMITTER:	ROBERT C. FABER	
SIGNATURE:	/Robert C. Faber/	
DATE SIGNED:	08/13/2015	
Total Attachments: 10 source=01793384#page1.tif source=01793384#page2.tif source=01793384#page3.tif source=01793384#page4.tif source=01793384#page5.tif source=01793384#page6.tif		

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Assignment Agreement

between

Siemens Industry, Inc.
3333 Old Milton Parkway
Alpharetta, GA 30005-4437
USA

- hereinafter referred to as SELLER -

and

Primetals Technologies Austria GmbH
Turmstraße 44
4031 Linz
Austria

- hereinafter referred to as PTAT -

- SELLER and PTAT hereinafter referred to individually as „PARTY“ or collectively as „PARTIES“ -

covering SELLER's share in a joint invention

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Preamble

WHEREAS, employees of Siemens VAI Metals Technologies GmbH (Germany) (meanwhile renamed Primetals Technologies Germany GmbH) and PTAT made the INVENTION "*Wasserdampfmessung zur Detektion von Leckagen in schmelzmetallurgischen Gefäßen*" together with an employee of SELLER. The invention disclosure was filed under the number 2012E12762 DE on May 22, 2012.

WHEREAS, Primetals Technologies Germany GmbH transferred their rights to PTAT due to contract "Frame Agreement for the provision of Research and Development Services" (2012V06428) of March 21, 2012.

WHEREAS, PTAT (under its former name Siemens VAI Metals Technologies GmbH) filed a priority establishing European application No 12178854.1 (internal ref. 2012P17325EP) with the European Patent Office on August 01, 2012 and a subsequent PCT application No. PCT/EP2013/062146 (internal ref. 2012P17325WO) with the European Patent Office claiming this priority on June 12, 2013. The PCT application will be entered into several countries set out in **Annex 1**.

WHEREAS, each PARTY has claimed all rights, title and interest related its employees share in the INVENTION.

WHEREAS, SELLER is willing to sell and to transfer his SHARE IN THE JOINT INVENTION and SVAI is willing to acquire and to take the SHARE IN THE JOINT INVENTION in order to correct the consequences of the termination (with retro-active effect) of contract 2012V06379 "Frame Agreement for the provision of Research and Development Services".

NOW THEREFORE, the PARTIES agree as follows:

Article 1 Definitions

- 1.1 INVENTION shall mean the invention set forth in **Annex 1**.
- 1.2 SHARE IN THE JOINT INVENTION shall mean the share of SELLER in the INVENTION as set forth in **Annex 1**.
- 1.3 AFFILIATE shall mean any company or other entity, which directly or indirectly controls, is controlled by or is under common control with one PARTY, where control means
 - (i) ownership or control of more than fifty (50) percent of such company's, corporation's or other entity's voting capital, or
 - (ii) the ability to appoint more than half of the members of the Board of Directors or similar management bodies; or
 - (iii) the right to direct the business affairs of the company, corporation or entity.

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However, any such company, corporation or other entity shall be deemed to be an AFFILIATE of a PARTY only so long as such control exists.

Article 2 Sale and Assignment of the SHARE IN THE JOINT INVENTION

- 2.1 SELLER sells, transfers and assigns, subject to the terms and conditions of this Agreement, his complete SHARE IN THE JOINT INVENTION to PTAT. PTAT accepts the sale, transfer and assignment of the SHARE IN THE JOINT INVENTION.
- 2.2 PTAT is permitted to freely use the INVENTION. In particular, PTAT is permitted to transfer and assign and to sublicense the INVENTION as well as any proprietary right based upon the INVENTION.
- 2.3 PTAT shall be entitled, but not obliged, to file for any foreign patents or other foreign proprietary rights for the INVENTION at its own discretion and cost. Any such patents shall be held and owned by PTAT.
- 2.4 PTAT shall be entitled at any time and at its own discretion to withdraw existing patent applications and/or proprietary rights related to the invention. -- --
- 2.5 On PTAT's request SELLER will support PTAT's actions under paragraph 2.3 to a reasonable extent free of charge and will especially provide any necessary signatures and information.

Article 3 SELLERS' Right of Use

SELLER is granted a fully paid up, royalty-free, non-exclusive, perpetual, irrevocable, worldwide right to use or let use the INVENTION or possible proprietary rights resulting from the INVENTION, for its own business activities. This comprises the right to grant non-exclusive, non-transferable sublicenses. In case of carve-outs, spin-offs, the establishment of a joint venture and/or the sale of a business, independent of its form, the granted rights and licenses can be fully or partly transferred to the business division to be sold or to be established.

Article 4 Further Obligations of SELLER

- 4.1 To the extent reasonably necessary for the assignment of the SHARE IN THE JOINT INVENTION, SELLER hereby agrees to deliver to PTAT the signatures and documents required in due time. Reasonable external costs arising from such assistance, if any, shall be re-imbursed by PTAT.
- 4.2 SELLER shall provide PTAT with all technical documentations, samples and further information pertaining to the INVENTION. Especially, SELLER shall provide PTAT with the documentation pertaining to the INVENTION as set out in Annex 2.

Article 5 Compensation

- 5.1 As compensation for the sale of the SHARE IN THE JOINT INVENTION and for SELLER'S right to use in accordance with Article 3, PTAT shall pay to SELLER

€ 1700,-- (in words: One thousand seven hundred).

The compensation referred to in the Agreement is exclusive of any applicable value added tax, sales tax or other similar taxes (hereinafter "VAT or Similar Taxes"). If the compensation is subject to VAT or Similar Taxes in any country, PTAT shall pay and declare these amounts additionally in accordance with the applicable rules and regulations.

- 5.2 Should PTAT be eligible for a refund of VAT or Similar Taxes, SELLER shall use all reasonable efforts to support PTAT in obtaining the aforementioned claim for refund.
- 5.3 Should the compensation referred to herein be subject to withholding taxes under any applicable double tax treaty, PTAT is only allowed to deduct the maximum amount of withholding tax according to the applicable double tax treaty from the payments to the SELLER, provided that the requirements for a tax exemption or a tax reduction according to the applicable double tax treaty are met. It is the SELLER's responsibility that the formal requirements for a tax exemption as well as a tax reduction are met. Any applications and certificates of residence must be provided and/or procured by the SELLER. PTAT shall support the SELLER during the process of tax exemption or tax reduction. PTAT, at its own expense, shall send the SELLER promptly and without any requirement of notice from the Provider the official tax receipt, evidencing payment of said taxes.
- 5.4 SVAI will provide SELLER with OrgID and purchase order number. The compensation will be debited by SELLER and balanced via ICC.
- 5.5 There is no consideration under this Agreement other than the compensation described in Section 5.1 above due to SELLER from PTAT. Any further compensation, specifically related to the Acts on Employees' Inventions, is expressly excluded.
- 5.6 Subject to above Sections, each PARTY shall be responsible for and bear any and all other taxes, duties, charges, or other fees imposed by law on, or otherwise (in accordance with the applicable local law) for the account of such PARTY.
- 5.7 Each PARTY agrees that any invoices issued pursuant to the Agreement shall comply with applicable local taxation laws and regulations.

Article 6 Representations and Warranties

SELLER represents and warrants, that

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- (i) he is the sole owner of the SHARE IN THE JOINT INVENTION;
- (ii) he has the unrestricted right to freely dispose of the SHARE IN THE JOINT INVENTION;
- (iii) the SHARE IN THE JOINT INVENTION is free of any third PARTY right or licenses;
- (iv) he has not, either by himself or through other PARTIES, applied for any patent regarding the INVENTION in any country or the world.

Article 7 Non-Assert Covenant

SELLER agrees not to assert and will cause its AFFILIATES not to assert neither directly nor indirectly proprietary rights resulting from the INVENTION.

Article 8 Confidentiality

Information must be kept secret according to the confidentiality classification of the disclosing PARTY and in line with information security regulations; in the absence of any classification the category "Restricted/ Intern" must be applied. The information may be disclosed to third parties only with the disclosing PARTY'S prior consent and upon request all information shall be immediately returned to the disclosing PARTY, or, where information is in electronic form, reliably deleted (including any backup copies), and written confirmation of such must be provided to the disclosing PARTY on request.

Article 9 Governing Law

This Agreement, its subject matter and all other Agreements regarding its performance shall be governed by and interpreted in accordance with the substantive law in force in the Federal Republic of Germany without reference to any other substantive law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

Article 10 Effective Date

This Agreement shall become effective upon its signature by the PARTIES.

Article 11 Miscellaneous

- 11.1 This Agreement may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed by an authorized representative of the PARTIES. This requirement of written form can only be waived in writing. For the avoidance of doubt electronic communication shall not qualify as a written notice or document.
- 11.2 This Agreement including its annexes constitutes the entire Agreement between the PARTIES hereto with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and Agreements, either

oral or written, between the PARTIES with respect to the subject matter hereof. There are no oral supplements to this Agreement.

- 11.3 If any of the provisions of this Agreement shall be adjudged to be invalid, illegal, or unenforceable, unless the basic intentions of the PARTIES under this Agreement are substantially jeopardized, the validity, legality, and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law. In such a case the PARTIES shall come to an Agreement approximating as closely as possible the original intent of the PARTIES envisaged in this Agreement. The same applies to the closing of loopholes in this Agreement.

Annex 1: Description of the INVENTION

Annex 2: Documentation of the INVENTION

JUL 07
Alpharetta, ~~Georgia~~ 2015

Siemens Industry, Inc.

2015
Michael J. Walker Jr. *8/6/15*

Linz, June 24, 2015

Primetals Technologies Austria GmbH

Bernhard Starzer
Peter Steiner

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Annex 1 – Description of the INVENTION

Invention as described in Invention Disclosure number 2012E12762DE

Title: Wasserdampfmessung zur Detektion von Leckagen in schmelzmetallurgischen Gefäßen

Date of Receipt: May 25, 2012

SHARE IN THE JOINT INVENTION and share of SVAI in the invention

Inventor	Employed by at time INVENTION was made:	Share
Mr. Denis A. VAILLANCOURT	SELLER	52 %
Mr. Markus ABEL	Siemens VAI Metals Technologies GmbH (Germany)	16 %
Dr. Markus DORNDORF	Siemens VAI Metals Technologies GmbH (Germany)	16 %
Dr. Mark Tratnig	SVAI	16 %

Description of priority application (2012P17325EP)

Title: Verfahren und Vorrichtung zum Detektieren einer Leckage im Bereich mindestens einer Kühlvorrichtung eines Ofens, sowie ein Ofen

Filing Date: 01.08.2012

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Application Number: 12178854.1

List of subsequent applications

Internal File Number:	Filing Date:	Application Number:
2012P17325WO	12.06.2013	PCT/EP2013/062146
2012P17325WE	12.06.2013	PCT/EP2013/062146
2012P17325WOCN	12.06.2013	PCT/EP2013/062146
2012P17325WOIN	12.06.2013	PCT/EP2013/062146
2012P17325WOMX	12.06.2013	PCT/EP2013/062146
2012P17325WORU	12.06.2013	PCT/EP2013/062146
2012P17325WOUS	12.06.2013	PCT/EP2013/062146

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Annex 2 – Documentation of the INVENTION

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