

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4363528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT DITTMER	02/16/2017
THOMAS SCHMITT	02/01/2017
THORSTEN KAISER	02/14/2017
SENTHIL KUMAR BALASUBRAMANIAN	02/16/2017
LEONI WILHELM	07/05/2016
TIM ASMUS	02/02/2017
RECEIVING PARTY DATA	
Name:	HERAEUS DEUTSCHLAND GMBH & CO. KG
Street Address:	HERAEUSSTRASSE 12-14
City:	HANAU
State/Country:	GERMANY
Postal Code:	63450
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15479243
CORRESPONDENCE DATA	
Fax Number:	(612)573-2005
<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:	612-573-2000
Email:	USPTO.PATENTS@dbclaw.com
Correspondent Name:	DICKE, BILLIG & CZAJA
Address Line 1:	FIFTH STREET TOWERS
Address Line 2:	100 SOUTH FIFTH STREET, SUITE 2250
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	H683.153.101/P12723 US
NAME OF SUBMITTER:	PAUL P. KEMPF
SIGNATURE:	/paulpkempf/
DATE SIGNED:	04/11/2017

Total Attachments: 11

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**INVENTOR'S COMBINED
DECLARATION (37 CFR 1.63) AND ASSIGNMENT
(Utility Patent Application)**

As a below-named inventor/assignor of a certain new and useful invention entitled:

Method of connecting a wire to a feedthrough

DECLARATION

I hereby declare that:

This Declaration is directed to the patent application attached hereto or the United States application or PCT international application number 15/479,243 filed on April 4, 2017.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this Declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

Note to Inventor: 37 C.F.R. § 1.63(c) states: "A person may not execute an oath or declaration for an application unless that person has reviewed and understands the contents of the application, including the claims, and is aware of the duty to disclose to the Office all information known to the person to be material to patentability as defined in § 1.56."

ASSIGNMENT

WHEREAS, I ("ASSIGNOR") desire/am obligated to assign to the below-named ASSIGNEE the invention identified above;

WHEREAS, ("ASSIGNEE"):

Heraeus Deutschland GmbH & Co. KG
Heraeusstraße 12 - 14
63450 Hanau
Germany

is desirous of acquiring the entire right, title and interest in and to the invention throughout the United States, and all right, title and interest in, to and under any and all Letters Patent of the United States;

FOR GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S), intending to be legally bound, do hereby:

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and application number of the application when these are known;

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and interest for the United States and its possessions and territories in and to the invention which is disclosed in the above-identified patent application, and, in and to any and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States on the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States on the invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR(S) had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;


AUTHORIZE and REQUEST the issuing authority to issue any and all United States patents granted on the invention to ASSIGNEE;

WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNOR(S), and that the full right to convey the same as herein expressed is possessed by ASSIGNOR(S);

AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNOR(S) will execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNOR(S) relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNOR(S);

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR(S) and extending to the successors, assigns, and nominees of ASSIGNEE.

First/sole inventor/Assignor:

Date: 16.02.2017 Signature: 
Typed Legal Name: Robert DITTMER

Second joint inventor/Assignor:

Date: _____ Signature: _____
Typed Legal Name: Thomas SCHMITT

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and application number of the application when these are known;

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TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR(S) and extending to the successors, assigns, and nominees of ASSIGNEE.

First/sole inventor/Assignor:

Date: _____

Signature: _____

Typed Legal Name: Robert DITTMER

Second joint inventor/Assignor:

Date: 01-02-2012

Signature: _____

Typed Legal Name: Thomas SCHMITT

Third joint inventor/Assignor:

Date: 14.2.17

Signature:

T. Kaiser

Typed Legal Name: Thorsten KAISER

Fourth joint inventor/Assignor:

Date: _____

Signature:

Typed Legal Name: Senthil Kumar BALASUBRAMANIAN

Third joint inventor/Assignor:

Date: _____


Signature: _____

Typed Legal Name: Thorsten KAISER

Fourth joint inventor/Assignor:

Date: 16/02/2017

Signature: _____



Typed Legal Name: Senthil Kumar BALASUBRAMANIAN

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WHEREAS, ("ASSIGNEE"):

Heraeus Sensor Technology GmbH
Heraeusstraße 12 - 14
63450 Hanau
Germany

is desirous of acquiring the entire right, title and interest in and to the invention throughout the United States, and all right, title and interest in, to and under any and all Letters Patent of the United States;

FOR GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR(S), intending to be legally bound, do hereby:

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and application number of the application when these are known;

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and interest for the United States and its possessions and territories in and to the invention which is disclosed in the above-identified patent application, and, in and to any and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States on the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States on the invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR(S) had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;

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WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNOR(S), and that the full right to convey the same as herein expressed is possessed by ASSIGNOR(S);


AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNOR(S) will execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNOR(S) relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNOR(S);

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR(S) and extending to the successors, assigns, and nominees of ASSIGNEE.

First/sole inventor/Assignor:

Date: 2 017-02-02

Signature:



Typed Legal Name: Tim ASMUS

A G R E E M E N T

between

Heraeus Deutschland GmbH & Co. KG
Heraeusstraße 12 - 14
63450 Hanau
Germany

and

Heraeus Sensor Technology GmbH
Heraeusstr. 12-14
63450 Hanau
Germany

WHEREAS Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH are belonging to the Heraeus Group of Companies.

WHEREAS Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH have been cooperating in a research and development project / within their organizational unit, which has led to an invention which shall be protected by patents [in the following referred to as "Invention"].

WHEREAS the Invention is comprised by European patent application 16164241.8 [in the following referred to as "Patent Application"].

WHEREAS Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH [are aware of the Heraeus Group Policy on the Prosecution of Patent Applications and therefore] want to organize the prosecution of this Patent Application and its counterpart applications in a most efficient and cost-effective way.

NOW, THEREFORE, Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH agree as follows:

1. Invention of employees

- 1.1 Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH make sure that the Invention made by employees has been / will be assigned to Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH respectively under the laws applicable between Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH and their employees.
- 1.2 Any legal obligation of Heraeus Deutschland GmbH & Co. KG Heraeus Sensor Technology GmbH against their employees remains with Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH respectively.

2. Co-ownership

- 2.1 Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH agree that they are co-owners of the Invention according to the share their employees contributed to the Invention.
- 2.2 In case the co-ownership is governed in an existing frame contract the latter shall overrule clause 2.1.

3. Patent applications

- 3.1 Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH explicitly declare their consent to any patent application for the Invention being filed and the respective granting procedure of the Invention being conducted by only one of them.
- 3.2 Heraeus Sensor Technology GmbH authorizes Heraeus Deutschland GmbH & Co. KG to file and to pursue any patent application in Heraeus Deutschland GmbH & Co. KG's own name and to issue all statements and/or declarations necessary in order for Heraeus Deutschland GmbH & Co. KG to conduct the prosecution of such patent application for the Invention on its own.
- 3.3 Heraeus Deutschland GmbH & Co. KG shall act as a fiduciary for Heraeus Sensor Technology GmbH.
- 3.4 The costs for any patent application shall be borne as mutually agreed between Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH.

4. Priority rights

- 4.1 Heraeus Sensor Technology GmbH herewith assigns all of their priority rights from any patent application for the Invention to Heraeus Deutschland GmbH & Co. KG and authorizes Heraeus Deutschland GmbH & Co. KG to claim the assigned priority for further patent applications.
- 4.2 Heraeus Deutschland GmbH & Co. KG herewith accepts the assignment.

5. Special provision for employee inventions under US law

- 5.1 Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH undertake to oblige their employees to render any statement and/or declaration necessary for the proper filing and prosecution of a US patent application under applicable US law.

6. Miscellaneous

- 6.1 Should any of the provisions of this Agreement be or become invalid, Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH agree that the invalid provision shall be replaced by a valid provision that is most

similar to the invalid provision that is closest to the mutual interests and respective intentions of Heraeus Deutschland GmbH & Co. KG and Heraeus Sensor Technology GmbH.

6.2 The Agreement shall be governed by German law.

Heraeus Sensor Technology GmbH

Place: Kleinostheim Date: June 29, 2016



Dr. Gerold Kerkhoff
Managing Director

Place: Kleinostheim Date: June 29, 2016



ppa. Dr. Karlheinz Wienand
(Holder of a General Commercial Power of Attorney)

Heraeus Deutschland GmbH & Co. KG

Place: Yverdon Date: 8.7.16



ppa. Dr. Nicolas Guggenheim
(Holders of a General Commercial Power of Attorney)

Place: Yverdon Date: 11/07/16



ppa. Nicolas Schutz