

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4433196

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SECOND ASSIGNEE NAME previously recorded on Reel 040329 Frame 0088. Assignor(s) hereby confirms the SECOND ASSIGNEE NAME SHOULD READ OERLIKON METCO MANAGEMENT AG, WINTERTHUR.
RESUBMIT DOCUMENT ID:	504239516

CONVEYING PARTY DATA

Name	Execution Date
OERLIKON METAPLAS GMBH	12/18/2014

RECEIVING PARTY DATA

Name:	OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH
Street Address:	HAUPTSTRASSE 53
City:	TRÜBBACH
State/Country:	SWITZERLAND
Postal Code:	CH-9477
Name:	OERLIKON METCO MANAGEMENT AG, WINTERTHUR
Street Address:	ZÜRCHERSTRASSE 12
City:	WINTERTHUR
State/Country:	SWITZERLAND
Postal Code:	8400

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12510543

CORRESPONDENCE DATA

Fax Number: (703)716-1180

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.

Phone: 7037161191

Email: gbpatent@gbpatent.com

Correspondent Name: GREENBLUM & BERNSTEIN, P.L.C.

Address Line 1: 1950 ROLAND CLARKE PLACE

Address Line 4: RESTON, VIRGINIA 20191

ATTORNEY DOCKET NUMBER:	P44802
NAME OF SUBMITTER:	JOHN PRETA

SIGNATURE:	/John Preta/
DATE SIGNED:	05/26/2017
Total Attachments: 14 source=P44802_RenewedRequestForCorrection#page1.tif source=P44802_RenewedRequestForCorrection#page2.tif source=P44802_RenewedRequestForCorrection#page3.tif source=P44802_RenewedRequestForCorrection#page4.tif source=P44802_RenewedRequestForCorrection#page5.tif source=P44802_RenewedRequestForCorrection#page6.tif source=P44802_RenewedRequestForCorrection#page7.tif source=P44802_RenewedRequestForCorrection#page8.tif source=P44802_RenewedRequestForCorrection#page9.tif source=P44802_RenewedRequestForCorrection#page10.tif source=P44802_RenewedRequestForCorrection#page11.tif source=P44802_RenewedRequestForCorrection#page12.tif source=P44802_RenewedRequestForCorrection#page13.tif source=P44802_RenewedRequestForCorrection#page14.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4143601

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OERLIKON METAPLAS GMBH	12/18/2014
RECEIVING PARTY DATA	
Name:	OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH
Street Address:	HAUPTSTRASSE 53
City:	TRÜBBACH
State/Country:	SWITZERLAND
Postal Code:	CH-9477
Name:	OERLIKON METCO MANAGEMENT AG
Street Address:	ZÜRCHERSTRASSE 12
City:	WINTERTHUR
State/Country:	SWITZERLAND
Postal Code:	8400
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12510543
CORRESPONDENCE DATA	
Fax Number:	(703)716-1180
<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:	7037161191
Email:	gbpatent@gbpatent.com
Correspondent Name:	GREENBLUM & BERNSTEIN
Address Line 1:	1950 ROLAND CLARKE PLACE
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	P44802
NAME OF SUBMITTER:	JOHN PRETA
SIGNATURE:	/John Preta/
DATE SIGNED:	11/15/2016
Total Attachments: 6	

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PATENT

REEL: 042522 FRAME: 0575

P44802

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s) : Jones ALAMI et al. Group Art Unit : 1754
Appl. No. : 12/510,543 Examiner : BAND, MICHAEL A.
Filed : July 28, 2009 Confirmation No.: 2088
For : HIGH-POWER PULSED MAGNETRON SPUTTERING PROCESS AS WELL
AS A HIGH-POWER ELECTRICAL ENERGY SOURCE

COVER LETTER REGARDING EXECUTED ASSIGNMENT

Commissioner for Patents
U.S. Patent and Trademark Office
Customer Service Window, Mail Stop *Assignment Division*
Randolph Building
401 Dulany Street
Alexandria, VA 22314
Sir :

The attached Intellectual Property Assignment, in which information of a confidential nature and/or not germane to the assignment of the rights in this invention have been redacted, refers to a Schedule 1 for patents and a Schedule 2 for trademarks. While Schedule 1 of the Assignment is a four (4) page listing of patents being acquired by Assignees OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH and OERLIKON METCO MANAGEMENT AG, in an effort to avoid recording 4 redacted pages, only a redacted copy of page 2 of 4 of Schedule 1 is submitted for recordation with the Assignment. The noted redacted copy of page 2 of 4 of Schedule 1 identifies only U.S. Application No. 12/510,543, as listed on row 99. As none of the identified trademarks are not at issue, Schedule 2 has not been attached.

Accordingly, as noted on the attached Recordation Cover Sheet, the Intellectual Property Assignment is being recorded to evidence the assignment of U.S. Application No. 12/510,543 from OERLIKON METAPLAS GMBH to OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH and OERLIKON METCO MANAGEMENT AG.

P44802

Should there be any questions regarding this paper, please contact the undersigned at the below listed telephone number.

Respectfully submitted,
Jones ALAMI et al.

/John Preta/
Reg. No. 43,017
John Preta

Neil F. Greenblum
Reg. No. 28394

October 21, 2016
GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into on December 18, 2014 by and between OERLIKON METAPLAS GmbH, a corporation organized under the laws of Germany ("Assignor"), OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH, a corporation organized under the laws of Switzerland ("Assignee") and OERLIKON METCO MANAGEMENT AG, WINTERTHUR a corporation organized under the laws of Switzerland ("Trustee").

WHEREAS, pursuant to the integration of the Thin Film Business Line of Metco Business Unit, the parties determined that it would be appropriate and desirable for Assignor to contribute, and for Assignee to receive and assume the Intellectual Property (as defined below) associated with the Thin Film Business;

WHEREAS, Assignor agrees to assign and transfer to Assignee all of Assignor's right, title and interest in and to the Intellectual Property and the Trademarks (as defined below);

WHEREAS, Assignor is the owner of patents and patent applications, including all continuations, reissues, reexaminations, registrations, renewals, and extensions thereof (the "Patents") as well as the product- and production related know-how related to the Thin Film Business (the "Know-How"), all rights in the foregoing provided by international conventions and treaties, and all rights to sue for past, present, and future infringement thereof (collectively the "Intellectual Property" and set forth in Schedule 1);

WHEREAS, Assignor and Trustee have entered into an Escrow Agreement on September 19, 2013 where Assignor (as Trustor) has transferred the ownership of those trademarks and wordmarks, which are related to the Thin Films business, to Trustee, agreeing that the Trustee manages the trademarks and wordmarks in trust and for the account of Assignor, but the Assignor is still entitled to all benefits and income-earned from said trademarks and wordmarks, i.e. Assignor is still the economic owner of the trademarks and wordmarks related to the Thin Film Business (the "Trademarks") attached in Schedule 2;

WHEREAS, upon execution of this Assignment the Escrow agreement between the Assignor and Trustee is no more valid and the Trustee should not more be named in any protective rights registers in respect of the renewed registrations of the Trademarks;

WHEREAS, Assignee desires to get assigned all of Assignor's right, title and interest in and to the Intellectual Property and the Trademarks;

NOW THEREFORE, in provisional consideration of [REDACTED] which may be further adjusted by Assignor and Assignee in 2015 based on a professional third party opinion, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of December 31, 2014, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

2. Effective as of December 31, 2014 Assignor hereby assigns to Assignee all of Assignors right, title and interest in and to the Trademarks under the Escrow Agreement dated September 19, 2013. Trustee acknowledges and confirms this assignment.
3. Assignor hereby represents and warrants to Assignee that:
 - (a) Assignor is the owner of the entire right, title and interest in and to the Intellectual Property free and clear of all liens, claims and encumbrances; and
 - (b) Assignor is the economic owner of the entire right, title and interest in and to the Trademarks free and clear of all liens, claims and encumbrances; and
 - (c) Assignor has the requisite legal and corporate power and authority to enter into this Assignment and there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, whether written, oral or implied, that are inconsistent with this Intellectual Property Assignment.
4. Except as expressly set forth herein, Assignor makes no warranties, express or implied, with respect to the Intellectual Property and the Trademarks.
5. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Intellectual Property and the Trademarks and shall not enter into any agreement in conflict with this Assignment.
6. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
7. This Assignment shall be interpreted and governed in accordance with the laws of Switzerland, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto. All actions and proceedings arising out of or relating to this Assignment shall be heard and determined by Swiss courts.

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be executed as of the date first written above by its duly authorized officer.

Accepted:

OERLIKON METAPLAS GmbH

By: [Signature]
Name: Karin Volker
Title: Head of Finance & Administration

pro. [Signature]
Heinz-Jürgen Wolf
HR-Director

Accepted:

OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH

By: [Signature]
Name: Paul Bussinger
Title: Managing Director

[Signature]
Stefan Hing-Kempens
Lead of IP

Accepted:

OERLIKON METCO MANAGEMENT AG, WINTERTHUR

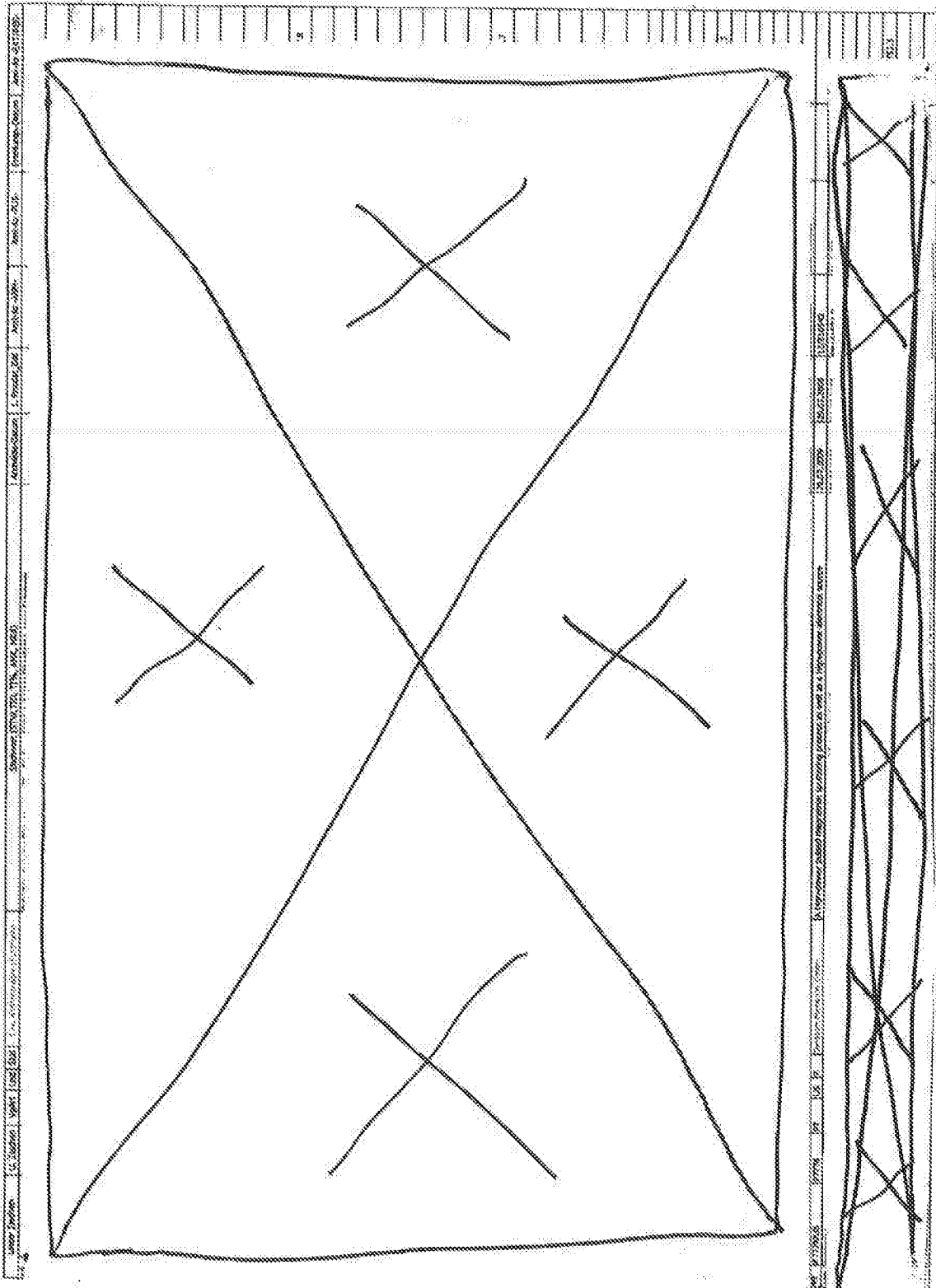
By: [Signature]
Name: Thomas Gächter
Title: Head Oerlikon Metco

[Signature]
Andreas Seifert
Senior Controller

Attachments:
Schedule 1 – List of Patents
Schedule 2 – List of Trademarks

SCHEDULE 1

Copy of Thin Film Patent List.xlsx



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PATENT

REEL: 040329 FRAME: 0095

PATENT

REEL: 042522 FRAME: 0581

RECORDED: 11/15/2016

RECORDED: 05/26/2017