

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4437945

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, WINTERTHUR
Street Address:	ZÜRCHERSTRASSE 12
City:	WINTERTHUR
State/Country:	SWITZERLAND
Postal Code:	8400
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13203325
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, P.L.C.
Address Line 1:	1950 ROLAND CLARKE PLACE
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	P44806
NAME OF SUBMITTER:	JOHN PRETA
SIGNATURE:	/John Preta/
DATE SIGNED:	05/31/2017
Total Attachments: 6	

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s) : Joerg VETTER et al. Art Unit : 1784
Appl. No. : 13/203,325 Examiner : TURNER, ARCHENE A
Filed : October 27, 2011 Conf. No. : 6510
For : LAYER SYSTEM FOR THE FORMATION OF A SURFACE LAYER ON A
SURFACE OF A SUBSTRATE AND COATING METHOD FOR THE
MANUFACTURE OF A LAYER SYSTEM

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, WINTERTHUR in an effort to avoid recording 4 redacted pages, only a redacted copy of page 3 of 4 of Schedule 1 is submitted for recordation with the Assignment. The noted redacted copy of page 3 of 4 of Schedule 1 identifies only U.S. Application No. 13/203,325, as listed on row 117. 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. 13/203,325 from OERLIKON METAPLAS GMBH to OERLIKON SURFACE SOLUTIONS AG,

P44806

TRÜBBACH and OERLIKON METCO MANAGEMENT AG, WINTERTHUR.

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

Respectfully submitted,
J. VETTER

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

Neil F. Greenblum
Reg. No. 28394

May 26, 2017
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:

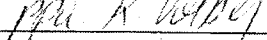
1. Effective as of December 31, 2014, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

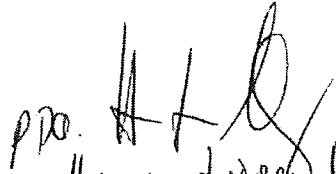
2. Effective as of December 31, 2014 Assignor hereby assigns to Assignee all of Assignors right, title and interest in and to the Trademarks under the Escrow Agreement dated September 19, 2013. Trustee acknowledges and confirms this assignment.
3. Assignor hereby represents and warrants to Assignee that:
 - (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:

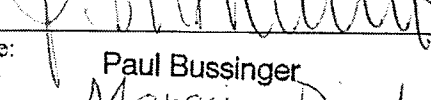
OERLIKON METAPLAS GmbH


By: 
Name: Karin Volberg
Title: Head of Finance & Administration

ppa. 
Haus-Jürgen Wolf
HR-Director

Accepted:


OERLIKON SURFACE SOLUTIONS AG, TRÜBBACH

By: 
Name: Paul Bussinger
Title: Managing Director


Claus Heinz Kempken
Lead of IP

Accepted:

OERLIKON METCO MANAGEMENT AG, WINTERTHUR

By: 
Name: Thomas Gutwiler
Title: Head Oerlikon Metco


Andreas Sefer
Senior Controller

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

SCHEDULE 1

Copy of Thin Film Patent List.xlsx

Unser Zeichen	U. Zeichen	lgkt	Int	SM	U. d. Anmeldebüro	Forschungs-	Suchwrt (STW/TD, TN, ANK, NRO)	Anmelde-Datum	I. Publiziert	Anm-Nr. AWP	Anm-Nr. PUB	Erfindungs-Beim	Anm-Nr. EXT/REG-
108													
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117	17816/PCT/US	PT	US	P.	SOITEK ELECTRONICS CORP.		Schichtsystem zur Bildung einer Oberflächenschicht einer Oberfläche eines Substrats	02.07.2009	27.02.2009	13201325			
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