504569553 09/28/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4616263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ABARISCAN GMBH	09/20/2017

## **RECEIVING PARTY DATA**

Name:	THORLABS, INC.
Street Address:	56 SPARTA AVENUE
City:	NEWTON
State/Country:	NEW JERSEY
Postal Code:	07860

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13162715

#### **CORRESPONDENCE DATA**

**Fax Number:** (866)864-3947

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:** 973-401-7157

**Email:** patent@grahamcurtin.com

Correspondent Name: HARRIS A. WOLIN
Address Line 1: GRAHAM CURTIN, P.A.

Address Line 2: 4 HEADQUARTERS PLAZA, P.O. BOX 1991
Address Line 4: MORRISTOWN, NEW JERSEY 07962-1991

ATTORNEY DOCKET NUMBER:	3797-12 (THOR 7235)
NAME OF SUBMITTER:	HARRIS A. WOLIN
SIGNATURE:	/Harris A. Wolin/
DATE SIGNED:	09/28/2017

## **Total Attachments: 3**

source=3797\_12\_thor\_7235\_20170920\_abariscan\_assign#page1.tif source=3797\_12\_thor\_7235\_20170920\_abariscan\_assign#page2.tif source=3797\_12\_thor\_7235\_20170920\_abariscan\_assign#page3.tif

PATENT 504569553 REEL: 043722 FRAME: 0603

#### ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made, executed and delivered as of September 20th, 2017(the "Effective Date") by and between DR. iur. MARCO LIEBLER in its capacity as the insolvency administrator of ABARISCAN GMBH, a German corporation registered in the commercial register of the local court of Munich under HRB 192097 ("Seller"), and THORLABS, INC., a New Jersey corporation ("Purchaser"), pursuant to the terms of the Purchase Agreement dated August 30, 2017 by and between Seller and Purchaser (the "Purchase Agreement"). Capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS, as a condition to the closing of the transactions contemplated by the Purchase Agreement, Seller has agreed to assign and transfer to Purchaser all of Seller's right, title and interest in and to the Patent Rights (including patent applications filed or to be filed) as set forth on Exhibit A of the Purchase Agreement, a copy of which schedule is attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- As of the Effective Date, Seller hereby sells, conveys, transfers and assigns to Purchaser the Seller's entire right, title and interest in and to the Patent Rights set forth on Exhibit A, applications and inventions embodied therein, and all divisions, renewals and continuations thereof and all patents which may be granted thereon, and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and the right to foreign counterparts to the Patent Rights. This assignment includes the right to sue past, current and future infringers of the Patent Rights set forth on Exhibit A, to obtain damages and injunctive relief from and against all such infringers, and to recover all damages in connection therewith, including past damages. Further, as of the Effective Date, Purchaser hereby agrees that it shall be responsible for all maintenance fees, annuities and taxes associated with the Patent Rights set forth on Exhibit A.
- 2. Upon request, Seller further agrees to execute such additional documents as may be required to effect the foregoing and for recordal purposes in connection with the transfer of ownership hereunder.

PATENT

REEL: 043722 FRAMÉ: 0604

This Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the duly authorized officers of Seller and Purchaser as of the date first written above.

> Dr. iur. Marco Liebler, in his capacity as Insolvency Administrator af abariscan GmbH

Name: Dr. iur. Marco Liebler

THORLABS, INC.

Name: Robert P. Regimbal Title: CFO

# Exhibit A

# Patent Rights

	Title	Country	App or Pat	Number	Filing Date
la	Positioning Apparatus and System for Directing a Beam	USA	App Pat	13/162,715 9765920	June 17, 2011 Sept. 19, 2017
1b	same as above	EP'	Pat	2721439	June 17, 2011
1c	same as above	JP	App	2014515076	June 17, 2011
ld	same as above	CN	App Pat	201180071692 ZL201180071692.3	June 17, 2011
le_	same as above	PL	Pat	2721439	

PATENT

REEL: 043722 FRAME: 0606

**RECORDED: 09/28/2017** 

<sup>&</sup>lt;sup>1</sup> Whish also includes national filings in Germany, The Netherlands, Italy, Great Britain, Spain, France, Switzerland, Belgium and Austria