504766869 02/07/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4813597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
GEORGE BENEDICT	01/29/2018
GARY SCHMITT	01/29/2018

## **RECEIVING PARTY DATA**

Name:	BENEFICIAL MACHINE TOOLS LLC
Street Address:	3617 LANGDON
City:	FREMONT
State/Country:	CALIFORNIA
Postal Code:	94538

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15890212

#### **CORRESPONDENCE DATA**

**Fax Number:** (202)842-7899

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:** 202-842-7800

**Email:** tkaras@cooley.com, zPatDCDocketing@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 1299 PENNSYLVNIA AVENUE, NW, SUITE 700

Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	GBEN-002/02US	
NAME OF SUBMITTER:	SUBMITTER: WILLIAM S. GALLIANI	
SIGNATURE:	/William S. Galliani/	
DATE SIGNED:	02/07/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

## **Total Attachments: 5**

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PATENT REEL: 044853 FRAME: 0469

#### COMBINED DECLARATION AND ASSIGNMENT

As below named inventors, **George BENEDICT** and **Gary SCHMITT**, (each referred to as "Assignor") having made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled <u>METHODS AND DEVICES FOR PERFORMING IN-SITU INSPECTIONS DURING A COMPUTER ASSISTED SETUP OF A MACHINE TOOL TABLE</u>

, and which i	s a:		
(1)	provisional application  (a) to be filed herewith; or  (b) bearing Application No.	, and filed on	;
(2)	non-provisional application  (a) to be filed herewith; or  (b) bearing Application No.	, and filed on	; or
(3)	PCT application (a) bearing Application No.	, and filed on	

WHEREAS, Beneficial Machine Tools LLC, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 3617 Langdon Fremont CA 94538, its successors, legal representatives and assigns, (the "Assignee") is desirous of acquiring the entire right, title, and interest in and to said Invention; the application for patent identified above; the right to file applications for patent of the United States or other countries on the Invention; any application for patent of the United States or other countries claiming priority to these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

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- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

163407247 v1

I hereby declare that 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 have reviewed and understand the contents of the aboveidentified application, including the claims.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

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.

Date:  $\frac{1/2.9/2.018}{}$ 

By: Name: George BENEDICT

Mailing Address:

3617 Langdon Common Fremont, CA 94538

I hereby declare that 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 have reviewed and understand the contents of the aboveidentified application, including the claims.

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Date: January 29, 2018 By:

Name: Gary SCHMITT

Mailing Address: 100 Mercedes Bend Scotts Valley, CA 95066

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Attorney Docket No.: GBEN-002/02US 304852-2006

For and on behalf of ASSIGNEE:

Date:

1/29/2018

By:

Name: George Benedict

Title: Owner

Company: Beneficial Machine Tools LLC

163407247 v1

PATENT REEL: 044853 FRAME: 0474