

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/15/2019
CONVEYING PARTY DATA	
Name	Execution Date
SIEMENS HEALTHCARE GMBH	02/13/2019
RECEIVING PARTY DATA	
Name:	FRAUNHOFER-GESELLSCHAFT ZUR FÖRDERUNG ANGEWANDTEN FORSCHUNG E.V.
Street Address:	HANSASTRASSE 27C
City:	MUENCHEN
State/Country:	GERMANY
Postal Code:	80686
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8987317
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SIGNATURE:	/Michael R. Slobasky/
DATE SIGNED:	03/21/2019
Total Attachments: 2	
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source=P74156US0_NPT Assignment#page2.tif	

NUNC PRO TUNC ASSIGNMENT

WHEREAS, SIEMENS HEALTHCARE GMBH, a corporation organized and existing under the laws of Germany, having a place of business at HENKESTR. 127, ERLANGEN 91052, GERMANY, ("Assignor"), has by virtue of assignment, received right, title and interest to a certain invention or inventions ("Invention or Inventions") related to the invention described in the following patent and patent applications (hereafter collectively "Applications"):

the United States patent entitled METHOD AND DEVICE FOR DETECTING TUMOROUS LIVING CELL TISSUE, United States Patent No. 8,981,317.

WHEREAS, FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V., a corporation organized and existing under the laws of Germany, having a place of business at HANSASTRASSE 27C, MUENCHEN, 80686, GERMANY, ("Assignee"), desires to acquire the entire right, title and interest in the Invention or Inventions and the Applications identified above, and all patents which may be obtained for the Invention or Inventions, as set forth below;

WHEREAS, this *Nunc Pro Tunc* Assignment shall have the legal force and retroactive effect of an Assignment of the invention by the Assignors to the Assignee on January 15, 2019;

NOW, THEREFORE, in consideration of valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is acknowledged, the Assignor has sold, assigned and transferred, and by these presents sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and for countries foreign to the United States in the Invention or Inventions and the Applications identified above, and any patents that may issue for the Invention or inventions in the United States and in countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; with the entire right, title and interest in all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; with the right to recover all damages, including, but

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not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. The Assignor sells, assigns and transfers the entire right, title and interest to the Assignee as of the day of execution of this Assignment.

The Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any document that may be required in any country in proof of the right of the Assignee to apply for patent or other form of protection for the Invention or Inventions and to claim the aforesaid benefit of the right of priority.

The Assignor requests that any and all patents for the Invention or Inventions be issued to the Assignee in the United States and in all countries foreign to the United States or to such nominees as Assignee may designate.

The Assignor agrees that, when requested, the Assignor shall, without charge to the Assignee, but at its expense, sign all papers, take all rightful oaths, and do all acts that may be necessary in connection with said applications, patents, or other forms of protection for the Invention or Inventions.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

Place, Date: Erlangen, **13 FEB 2019**

Siemens Healthcare GmbH

Name: Simon

Ruyter

Title: both authorized Officers

Place, Date: Munich, **March 14, 2013**

Fraunhofer Gesellschaft zur Förderung der angewandten Forschung e.V.

Name:

Title:

Dr. Werner Liebler
Head of Patents and Licensing
Fraunhofer-Gesellschaft zur Förderung
der angewandten Forschung e.V.

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