

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
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	MIGUEL ANGEL SALDANA	09/11/2017
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Property Type	Number	
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DATE SIGNED:	06/03/2019	
Total Attachments: 2		
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made and entered into this 11 day of September, 2017 (the "Effective Date"), by Miguel Angel Saldana, whose residence is Santa Cruz, CA ("Assignor") and Aixtron SE a company having an address at Dornkaulstraße 2, Herzogenrath 52134, Germany ("Assignee").

RECITALS

- A. Assignor is the inventor of the United States patent application entitled METHOD AND APPARATUS FOR SURFACE PREPARATION PRIOR TO EPITAXIAL DEPOSITION which is being filed concurrently herewith unless the following is checked:
☒ was filed on August 25, 2017 as United States Application Number 15/687,006 and was filed on _____ as PCT International Application Number _____ and was amended on _____ (if applicable) (hereinafter, the "Patent Application").
- B. Assignor desires to sell, transfer, and assign and set over unto Assignee and Assignee desires to accept, all rights, title and interest in and to the Patent Application.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to the Patent Application, and in and to any patents that may issue therefrom, including, in all instances, any counterparts of any of the foregoing in any jurisdiction throughout the world, and any and all divisions, continuations, reissues or reexaminations of any of the foregoing, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patent Application in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the inventions and the Patent Application under the 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, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of patents issuing from the Patent Application or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patent Application and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agree that the assignment will be recorded in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patent Application to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patent Application of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patent Application in any

country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date first above written at

.....
(signing location of the assignor)

Assignor: Miguel Angel Saldana

By: 

Name: Miguel Angel Saldana

Title: Inventor

IN WITNESS WHEREOF, the Assignee has executed this Assignment on the date first above written at

.....
(signing location of the assignee)

Assignee: Aixtron SE

By: _____

Name: _____

Title: _____