505919430 02/17/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
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DR PATRIC EBERLE	02/13/2020

RECEIVING PARTY DATA

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PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16788711

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ATTORNEY DOCKET NUMBER:	PCTNT-00082
NAME OF SUBMITTER:	PATRICE DAY
SIGNATURE:	/Patrice Day/
DATE SIGNED:	02/17/2020

Total Attachments: 4

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DECLARATION AND ASSIGNMENT

- 1. <u>Declaration:</u> As the below named declarant-inventor(s) ("declarant" or "inventor"), each declarant-inventor who signs below hereby declares that: (1) the application identified below was made or was authorized to be made by each declarant, (2) the declarant believes himself or herself to be the original inventor or an original joint inventor of a claimed invention in the application, (3) the declarant hereby acknowledges that any willful false statement made in this declaration of inventorship or document is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both, (4) the declarant states that he or she has reviewed and understand the contents of the above identified application, including the claims, and (5) the declarant acknowledges that he or she is aware of the duty to disclose information (e.g., any prior art or publication) which is material to patentability as defined in 37 CFR § 1.56.
- **2.** Assignment: Subject to an obligation to assign the invention to: Balluff GmbH ("Assignee");

the below named declarant-inventor(s) own(s) the entire right title and interest to the inventions ("the Invention") which is the subject of United States patent applications ("the Application") entitled:

<u>Inductive sensor and method for the operation thereof</u>

assigned Application Serial No. <u>TBD</u>; and filed: <u>Herewith</u>, claiming the benefit of German Application No. DE 10 2019 103 670.4, filed on February 13, 2019,

which each declarant-inventor has executed on the date indicated below next to each inventor's name.

Pursuant to an agreement between each declarant-inventor and Assignee or other legal obligation supported by good and valuable consideration, the receipt of which is acknowledged by each inventor, each declarant-inventor (individually and collectively "Assignor"), agrees to assign, and hereby assigns to Assignee all title, right and interest in the Invention and Application, including the assigned rights as more fully set forth herein. If any inventor has previously assigned the same Invention or same Application to Assignee, instead of merely assigning and title, rights, and interest to Assignee; the Assignor acknowledges that all title, right and interest in the Invention and Application was previously assigned to Assignee and hereby assigns, without any reservation, any remaining rights in or the Invention and Application that the Assignor may hold for whatever reason.

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The assigned rights include, but are not limited to, all worldwide right to file any United States patent application, international patent application, and any foreign patent application, utility patent applications, design patent applications, copyrights, plant patent application, utility model applications, or similar industrial property rights for the Invention described in the name of each inventor or in the name of the Assignee, as well as any right of priority to any patent or application of the United States or any other country or jurisdiction based on the Invention. The assigned right include the right for the Assignee, or tis legal representatives, to file any continuing, continuation, continuation-in-part, divisional, reissue, extension, or reexaminations of the Application or Invention, or any U.S., international, or foreign application that claim priority based on the Application. These assigned right are to be held and enjoyed by the Assignee, its successors or assigns, as fully and entirely as the same would have been held and enjoyed by each inventor had this assignment not been made.

The Invention and Application shall be deemed the sole and exclusive property of Assignee and each inventor agrees to execute any and all documents which Assignee. its successors or assigns, deem necessary to transfer, acknowledge, or assign such right in or to the Invention and Application to Assignee, its successors, or assigns. Each inventor agrees to execute all documents which Assignee, this successors or assigns deem expedient in connection with the Application and any continuing, continuation, continuation-in-part, divisional, reissue, reexamination or other domestic, international or foreign applications on a worldwide basis concerning the Invention or that claim priority based on the Application or Invention; and any renewal, revival or substitute of any of the foregoing applications, any derivation proceedings relating to any of the foregoing application; and, as to patents granted on the any of the foregoing applications, any supplemental examination, derivation proceeding, opposition, post grant review, reissue, reexamination, inter partes review, or extension thereof. Each inventor agrees to cooperate with Assignee, its successors or assigns in every proper way possible to obtain, defend and assert one or more patent(s) based on: the Application and any continuing, continuation, continuation-in-part, divisional, reissue, reexamination or other domestic, international, or foreign applications concerning the Invention; any renewal, revival, or substitute of any domestic or foreign applications, any derivation proceedings relating to any of the foregoing applications; and as to patents granted on the foregoing applications, any supplemental examination, derivation proceeding, opposition, post grant review, reissue, reexamination, inter partes review, or extension thereof. During or after any employment by Assignee, each inventor agrees, at no cost to Assignee, to execute any and all documents which Assignee, its successors, or assigns, deem necessary to obtain, maintain and/or enforce its rights in such Invention or Application

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including, but not limited to, any related patent applications which Assignee elects to file in all countries in the world and to fully cooperate with Assignee in the obtaining, maintaining and enforcement of any intellectual property protection sought or obtained for such Inventions including providing any testimony required to obtain, maintain and/or enforce such rights. Each inventor hereby authorizes any patent office in the world to issue any letters patent based on the assigned rights to the Assignee. Each inventor hereby covenants that he or she has not made and will not make any assignment, sale, license, agreement or encumbrance which would conflict with the Declaration and Assignment. Each inventor grants the legal representative of Assignee, its successors and assigns, the power to insert on this Declaration and Assignment any further identification which may be necessary or desirable in order to comply with the ruled of the U.S. Patent and Trademark Office for recordation of this document.

Each declarant-inventor declared and agrees to all provisions of this Declaration and Assignment by signing below:

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All the state of t	06.02.2020 at	BAZZNINO	BERN (C4)
Dr. Páscal Gaggero	Date signed	City	State
The signature of the above in	ventor is witnessed by	two non-inventor a	as set forth below:
Simon Robertmeth		ÖG.C	22.202.0
Witness printed name	Witness signatu	ıre Date	
ADRIAN SALLAZ			<u> </u>
Witness printed name	Witness signati	ire Date	
<u> 245 564.</u>	<u> </u>	Horr	Lizera
Dr. Patric Eberie The signature of the above in			
Daniel Bolly	0.544	5 23	2.2020
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