# 505928319 02/21/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
METSO MINERALS INDUSTRIES, INC.	02/10/2020

## **RECEIVING PARTY DATA**

Name:	NELES USA INC.
Street Address:	44 BOWDITCH DRIVE
City:	SHREWSBURY
State/Country:	MASSACHUSETTS
Postal Code:	01545

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	7356773
Patent Number:	8762301
Patent Number:	6993396

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NAME OF SUBMITTER:	JOSEPH D. KUBORN
SIGNATURE:	/Joseph D. Kuborn/
DATE SIGNED:	02/21/2020

### **Total Attachments: 4**

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PATENT REEL: 051885 FRAME: 0283

# PATENT ASSIGNMENT

This Patent Assignment is made effective as of January 1, 2020 ("Effective Date").

- 1. For value received, Metso Minerals Industries, Inc., a Delaware corporation ("Assignor"), hereby sells, assigns, transfers, and sets over to Neles USA Inc., a Delaware corporation ("Assignee") all of the Assignor's right, title and interest in and to the following (i) patents and (ii) the corresponding inventions described in such patents (hereinafter collectively "Inventions and Patents"):
  - A. US Patent 8,762,301, issued June 24, 2014, Automated Determination of Root Causes;
  - B. US Patent 7,356,773, issued April 8, 2008, Wizard Builder, for Application Software, Building a Setup Wizard Which Sets Up A Defacto Interface Between the Application Program and Monitoring Or Control Equipment;
  - C. US Patent 6,993,396, issued January 31, 2006, System for Determining The Health of Process Control Feedback Loops According To Performance Assessment Criteria

for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Inventions and Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. The assigned rights include, but are not limited to, all worldwide rights to file any United States patent applications, international patent applications, and any foreign patent applications, utility patent applications, utility model applications, or similar industrial property

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rights for the Inventions, 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 rights include the right for the Assignee, or its legal representatives, to file any continuing, continuation, continuation-in-part, divisional, reissue, extension, or reexaminations of the Inventions and Patents, or any U.S., international, or foreign applications that claim priority based on the Patents.

3. The Inventions and Patents shall be deemed the sole and exclusive property of Assignee and Assignor agrees to execute any and all documents which Assignee, its successors or assigns, deem necessary to transfer, acknowledge, or assign such rights in or to the Inventions and Patents to Assignee, its successors, or assigns. Assignor agrees to execute all documents which Assignee, its successors or assigns deem expedient in connection with the Inventions and Patents 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 Inventions or Patents; and any renewal, revival or substitute of any of the foregoing applications, any derivation proceedings relating to any of the foregoing applications; 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. Assignor 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 Inventions and Patents 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, re-examination, inter partes review, or extension thereof. Assignor 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 Inventions or Patents 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. Assignor hereby authorizes any patent office in the world to issue any letters patent based on the assigned rights to the Assignee.

- 4. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for patent, or any application for renewal, correction, reissue of a patent, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Inventions and Patents and this Assignment; (3) obtaining any additional patent protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.
- 5. Assignor represents that (i) the Assignor is the legal owner of Assignor's right, title, and interest in and to the Inventions and Patents (ii) the Assignor has the right to assign Assignor's right, title and interest in and to the Inventions and Patents, (iii) the Assignor has not entered a license or assignment of the Inventions and Patents to another party that is presently inforce or will be in-force after the date this Assignment; and (iv) the Assignor is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to Inventions and Patents which would be breached or otherwise violated by the foregoing Assignment. Assignor grants the legal representative of Assignee, its successors and assigns, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

Assignor:

METSO MINERALS INDUSTRIES, INC.

Relitation

Name: Robert M. Wissing

Title:

President

Assignor Notary

State of Wisconsin)

County of Waukesha)

Sworn to before me this 1044 day of February 2020.

Notary Rublic My Commission expires: July 19, 2023.

(SEAL)