

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6124765

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
QIOPTIQ PHOTONICS GMBH & CO. KG	01/10/2018
EXCELITAS TECHNOLOGIES CORP.	02/27/2018
EKKEHARD BRUNE	01/31/2018
DIETER FRERKING	01/22/2018
THOMAS THÖNISS	02/14/2018
CLAUS SPRUCH	01/19/2018
RECEIVING PARTY DATA	
Name:	ASML NETHERLANDS B.V.
Street Address:	P.O. BOX 324
City:	VELDHOVEN
State/Country:	NETHERLANDS
Postal Code:	5500 AH
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16037751
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<i>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.</i>	
Phone:	202 371 2600
Email:	jasone@sternekessler.com, ltillman@sternekessler.com
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C
Address Line 1:	1100 NEW YORK AVENUE, N.W.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	2857.6250002
NAME OF SUBMITTER:	JASON D. EISENBERG
SIGNATURE:	/Jason D. Eisenberg/
DATE SIGNED:	05/27/2020
Total Attachments: 4	

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PATENT

REEL: 052764 FRAME: 0766

ASSIGNMENT of IPR under the Long Term Supply Agreement between ASML Netherlands B.V.
and Qloptiq S.a.r.l.

This assignment concerns an invention and intellectual property rights (IPR) created under the contract "Long Term Supply Agreement between ASML Netherlands B.V. and Qloptiq S.a.r.l." (LTSA), signed December 2011 to which ASML and Qloptiq Photonics GmbH & Co.KG are parties and in accordance to which the ASSIGNOR(s):

NAME(S) OF ASSIGNOR(S) and ADDRESSES

(1)Qloptiq Photonics GmbH & Co.KG, established and existing under the laws of Germany, with offices at Königsallee 23, 37081 Göttingen, Germany ("QLOPTIQ PHOTONICS GMBH & CO.KG")
(2)Excelitas Technologies Corp., established and existing under the laws of the USA, with offices at 200 West Street, Waltham, MA 02451, USA ("Excelitas Technologies Corp.")
(3)Qloptiq Photonics GmbH & Co.KG Inventor no. 1: BRUNE, Ekkehard
(4)Qloptiq Photonics GmbH & Co.KG Inventor no. 2: FRERKING, Dieter
(5)Qloptiq Photonics GmbH & Co.KG Inventor no. 3: THÖNISS, Thomas
(6)Qloptiq Photonics GmbH & Co.KG Inventor no. 4: SPRUCH, Claus

herewith assign(s) and transfer(s) unto:

NAME OF ASSIGNEE and ADDRESS

ASML Netherlands B.V.
P.O. Box 324
5500 AH Veldhoven
The Netherlands

its or their successors, assigns and legal representatives (together and individually hereinafter "ASSIGNEE") and to the extent already assigned or transferred to ASSIGNEE, and/or between ASSIGNORS, by operation of law or by a general obligation between the ASSIGNOR(s) and ASSIGNEE, and/or between ASSIGNORS, the ASSIGNOR(s) hereby confirm(s) and formalize(s) the assignment and transfer to ASSIGNEE of (i) the entire and exclusive right, title and interest in and to the each of the following patent applications:

Country	Date	Country abbreviation	Application number
Germany	20 Sept 2013	DE	10 2013 110 390.1
Europe	19 Sept 2014	EP	14185633.6
USA	19 Sept 2014	US	14/490,966
South Korea	31 Oct 2014	KR	2014-0124963
Taiwan	19 Sept 2014	TW	103132497
Israel	18 Sept 2014	IL	234729
Japan	19 Nov 2014	JP	2014-191034

USA 17 July 2018 US 16/037,751 /JDE/ 5/27/2020

and (ii) all patents and patent applications claiming priority and/or benefit from these patent applications (including divisional applications, continuations, continuations-in-part, reissues, renewals and extensions), and (iii) all inventions described in these patent applications, and (iv) any and all priority rights, convention rights, and other benefits accruing or to accrue to ASSIGNOR(s) in relation to the patent applications and patents mentioned under (i), (ii) and (iii);

AND the ASSIGNOR(s) hereby authorize(s) and request(s) any government agency, office or official whose duty includes issuing patents or other evidence or forms of intellectual property protection on or for the aforesaid invention(s) and application(s) (including, without limitation, all applications filed in or for China, Europe, Japan, Korea, the Netherlands, United Kingdom, Germany, France, Italy, Taiwan, Singapore, Israel and the United States), to issue the same to ASSIGNEE, as the assignee(s) of all rights, title, interests thereto and/or as the applicant(s) therefore;

The ASSIGNOR(s) acknowledge(s) that the aforesaid invention(s) was/were made in the framework of the Long Term Supply Agreement between ASML Netherlands B.V. and Qioptiq S.a.r.l. (LTSA) which entitles ASML to the sole ownership of the invention;

AND QIOPTIQ PHOTONICS GMBH & Co.KG acknowledges that it has provided and will provide the QIOPTIQ PHOTONICS GMBH & Co.KG-Inventor(s) with a salary and/or other remuneration which include(s) a fair and reasonable compensation for making the invention and the assignment hereunder of the subject matter herein assigned, in compliance with German laws and regulations (including the Gesetz über Arbeitnehmererfindungen "ArbnErfG");

AND the QIOPTIQ PHOTONICS GMBH & Co.KG-Inventor(s) acknowledge(s) that the received salary and/or other remuneration from QIOPTIQ PHOTONICS GMBH & Co.KG include(s) a fair and reasonable compensation for the assignment hereunder of the subject matter herein assigned;

AND the ASSIGNOR(s) agree(s) to communicate to ASSIGNEE any facts known to the ASSIGNOR(s) respecting the aforesaid invention(s), and all related patent applications, patents, and other intellectual property protection mentioned above, and to testify in any legal proceeding, sign any lawful papers, execute any applications, make any rightful oaths or declarations, and generally provide all assistance, cooperation and information reasonably necessary for ASSIGNEE to perfect title in, prepare, complete, prosecute, obtain, maintain, preserve, enforce and/or defend the aforesaid invention(s) and all related patent applications, patents and other intellectual property protection mentioned above, and ASSIGNEE will compensate ASSIGNOR for any costs resulting from this, but only in accordance with and to the extent described in the LTSA. ASSIGNOR grant(s) ASSIGNEE a perpetual and irrevocable power of attorney to execute and sign in the name(s) and on behalf of the ASSIGNOR(s) any documents of any nature in pursuit of the aforesaid;

The ASSIGNOR(s) represent(s) and warrant(s) to have the full right to convey the subject matter herein assigned, to have obtained the consent, if applicable, of all joint owners and all inventors to the subject matter assigned herein, to have not made and will not make any agreement or license in conflict herewith, and to have not encumbered and will not encumber by any grant, license or right the subject matter herein assigned;

AND the ASSIGNOR(s) has/have not disclosed and will not disclose the aforesaid invention(s) to any third party, except with the prior written consent of ASSIGNEE, prior to the date of earliest publication of the aforesaid application(s);

AND the ASSIGNOR(s) hereby authorize(s) any attorneys or other representatives of ASSIGNEE to insert hereon any further identification necessary or desirable for recordation of this document, including without limitation any applicable patent or patent application number;

AND, to the extent there is a conflict between the agreement herein and any previous agreement between ASSIGNEE and any or all of the ASSIGNOR(s), the ASSIGNOR(s) agree(s) that the agreement herein controls and supersedes any such conflicting previous agreement;

AND, where permitted by law, the ASSIGNOR(s) agree(s) that the agreement herein supersedes, modifies and/or supplements the law to the extent the agreement herein provides ASSIGNEE greater rights and protections than available under the law;

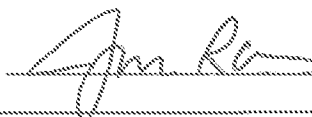
AND the ASSIGNOR(s) and ASSIGNEE irrevocably waive their rights to rescind the agreement herein;

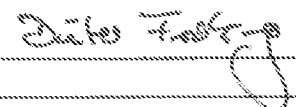
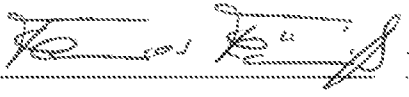
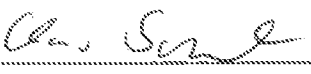
AND the ASSIGNOR(s) agree(s) that the agreement herein shall be exclusively construed under and governed by the laws of Germany with the exclusion of conflicts of law rules;

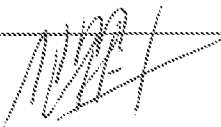
AND the ASSIGNOR(s) agree(s) that any dispute arising from or in relation to the agreement herein shall be submitted to the exclusive jurisdiction and venue of the competent court of Oost-Brabant, the Netherlands, unless ASSIGNEE in its sole discretion prefer(s) to submit such dispute to an arbitration, whereby the arbitral tribunal shall be composed of one arbitrator, the place of arbitration shall be within the Netherlands, and the arbitral procedure shall be conducted in the English language;

AND the ASSIGNOR(s) and ASSIGNEE agree that if any provision of the agreement herein is deemed to be unenforceable, void, illegal or invalid, it shall be modified so as to make it valid and enforceable, and as so modified the agreement herein shall remain in full force and effect.

ASSIGNOR(S)	DATE SIGNED
QIOPTIQ PHOTON- ICS GMBH & CO.KG By: <i>B. Lorenz</i> Title: <i>Managing Director</i>	<i>10.01.2018</i> <i>01.10.20</i> Date

ASSIGNOR(S)	DATE SIGNED
EXCELITAS TECHNOLOGIES CORP. By: Title:	 27-2-18 Date

QIOPTIQ PHOTONICS GMBH & CO.KG Inventor no. 1 Name: BRUNE, Ekkehard	 2018-01-31 Date
QIOPTIQ PHOTONICS GMBH & CO.KG Inventor no. 2 Name: FRERKING, Dieter	 2018-01-22 Date
QIOPTIQ PHOTONICS GMBH & CO.KG Inventor no. 3 Name: THONISS, Thomas	 2018-02-24 Date
QIOPTIQ PHOTONICS GMBH & CO.KG Inventor no. 4 Name: SPRUCH, Claus	 19.01.2018 Date

ASSIGNEE	DATE SIGNED
Company: ASML Netherlands B.V. Signor: Antonius J.M. van Hoef Name: Senior Vice President and Chief IP Counsel	 19 MAR 18 Date