

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6167309

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL PUTZ	01/29/2009
RECEIVING PARTY DATA	
Name:	VE VIENNA ENGINEERING FORSCHUNGS UND ENTWICKLUNGS GMBH
Street Address:	BILLROTHSTRASSE 29
City:	WIEN
State/Country:	AUSTRIA
Postal Code:	A-1190
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16753538
CORRESPONDENCE DATA	
Fax Number:	(703)716-1180
<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>	
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Email:	gbpatent@gbpatent.com
Correspondent Name:	GREENBLUM & BERNSTEIN P.L.C.
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Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	P59950
NAME OF SUBMITTER:	ROBERT W. MUELLER
SIGNATURE:	/Robert W. Mueller/
DATE SIGNED:	06/23/2020
Total Attachments: 18	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors : Michael PUTZ

Appl. No. : 16/753,538 Confirmation No.: 1693
(National Phase of PCT/EP2018/076775)

I. A. Filed : October 2, 2018

For : METHOD AND BRAKE CONTROL FOR ACTUATING A
FRICTION BRAKE

COVER LETTER REGARDING ASSIGNMENT OF INVENTOR'S RIGHTS

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Commissioner:

Applicant, VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH, after diligent effort, has been unable to obtain inventor Michael PUTZ's cooperation in executing an inventor's declaration and an Assignment of Rights in the above-identified application.

However, by virtue of signing his employment agreements [hereinafter "Agreement"] with his former employer VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH, an Austria corporation, sole rights in inventions created by Mr. PUTZ under the Agreement, including sole rights in the pending invention, are vested in the employer VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH.

Applicant attaches herewith for recordation, a verified translation of a redacted copy of Mr. PUTZ's signed Agreement with VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH. In this regard, the redacted portions of the attached agreement are personal in nature and/or not germane to the assignment of the inventor's rights in this invention. Of particular note, in Article 12 of this Agreement, with the heading "Property Rights," Mr. PUTZ averred that he

acknowledges that the *Company is the sole owner of the rights* to the inventions and software developed by the Employee within the scope of his/her activity,

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alone or in conjunction with others.

[Mr. PUTZ] acknowledges that documentation, method and all other intellectual performance created by [Mr. PUTZ] alone or with others within the framework of the present contract are created at the behest of and under the control of the Company, which is solely authorized to issue it, publish it, and disseminate it under its name.

Agreement, Article 12. (emphasis added).

In the course of his employment with VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH, Mr. PUTZ did invent, within the scope of his activity with the Company, the invention disclosed and claimed in the above-identified application, and, in accordance with his acknowledge and agreement, VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH is the sole owner of the rights to the invention disclosed and claimed in the above-identified application.

As the subject matter described and claimed in the pending application was invented by Mr. PUTZ in performance of his employment agreement with VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH, and as the employment agreement includes an express acknowledgement that VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH is the sole owner of all rights to the invention, without any contrary provisions, Applicant submits that VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH is the sole owner of the pending application and of the subject matter described and claimed therein, as evidenced above in the attached redacted Agreement.

Therefore, recordation of the attached documents and the forwarding of a Notice of Recordation evidencing that VE VIENNA ENGINEERING FORSCHUNGS- UND ENTWICKLUNGS GmbH is the sole owner of the subject matter described and claimed in the pending application that was made by Mr. PUTZ in performance of his Agreement is respectfully requested.

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Should there be any questions, please contact the undersigned at the telephone number listed below.

Respectfully submitted,

/Robert W. Mueller/ Reg. No. 35,043
Robert W. Mueller

Neil F. Greenblum
Reg. No. 28394

June 18, 2020
GREENBLUM & BERNSTEIN, P.L.C.
1950 Roland Clarke Place
Reston, VA 20191
(703) 716-1191

Unbefristeter Arbeitsvertrag

ZWISCHEN

VE Vienna Engineering Forschung und Entwicklung GmbH
Billrothstraße 29
A-1190 Wien
Vertreten durch den Geschäftsführer
Herr Christian Wunsch

nachfolgend "die Gesellschaft" genannt

EINERSEITS

UND

Name: Michael Putz

Adresse:

Geburtsdatum:

SozialverNr.:

Staatsbürgerschaft: A

nachfolgend "der/die Arbeitnehmerin" genannt

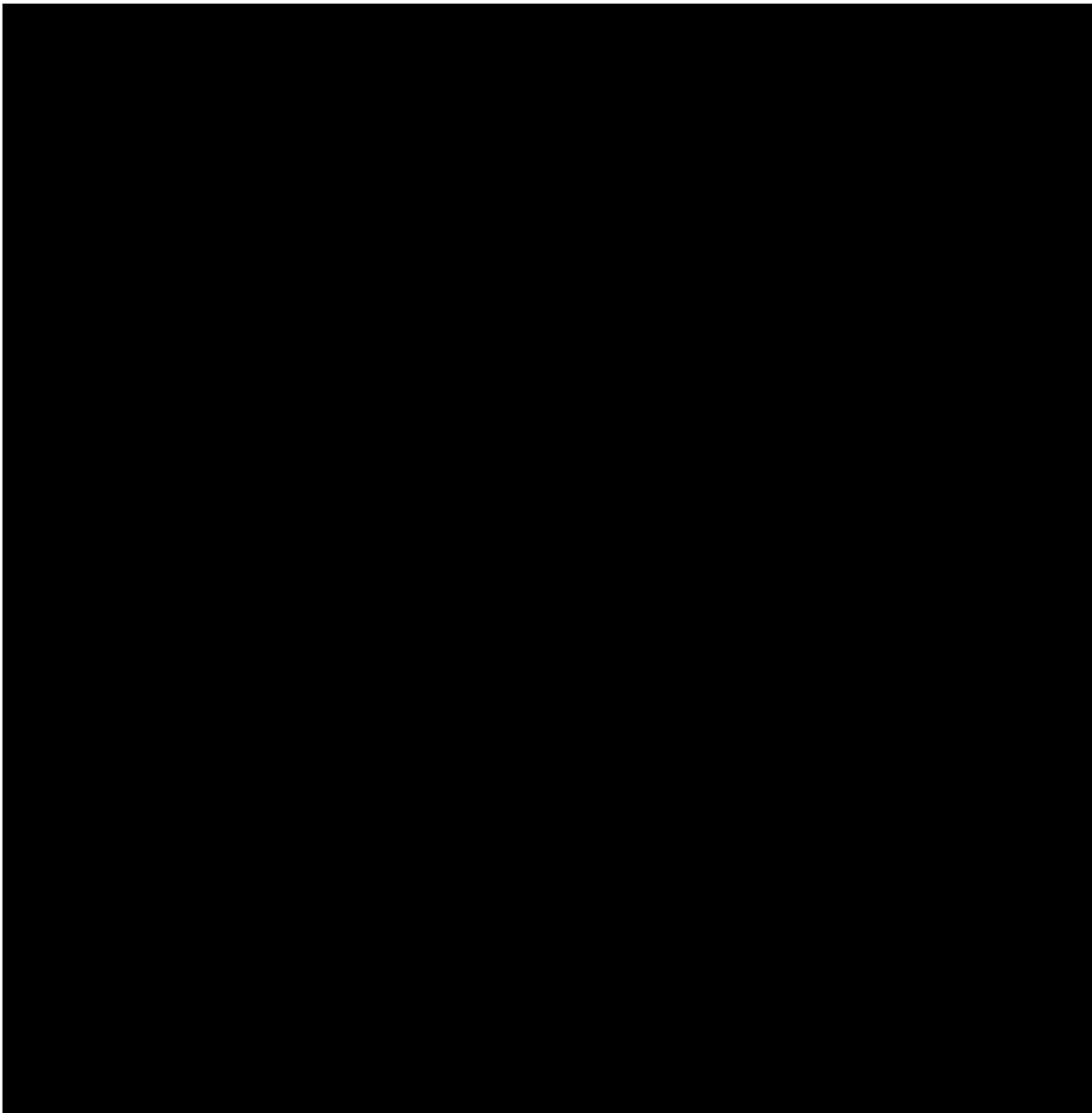
ANDERERSEITS

Dieser Arbeitsvertrag wurde durch die Gesellschaft unterzeichnet. Bis der Arbeitsvertrag durch den/die Arbeitnehmerin unterzeichnet wird, gilt der Vertrag lediglich als Angebot der Gesellschaft.

Dieses Angebot ist während einer Frist von 10 Tagen ab dem Tag seiner Unterzeichnung für die Gesellschaft verbindlich. Nach Ablauf dieser Frist ist die Gesellschaft nicht mehr gebunden.

Mit Unterzeichnung dieses Arbeitsvertrages sichert der/die Arbeitnehmerin zu, dass er/sie zum Zeitpunkt der Arbeitsaufnahme mit keiner anderen Gesellschaft vertraglich gebunden sein wird und dass er/sie durch seinen/ihren früheren Arbeitgeber von allen vertraglichen Verpflichtungen, einschließlich Wettbewerbsverbotsvereinbarung freigestellt sein wird.

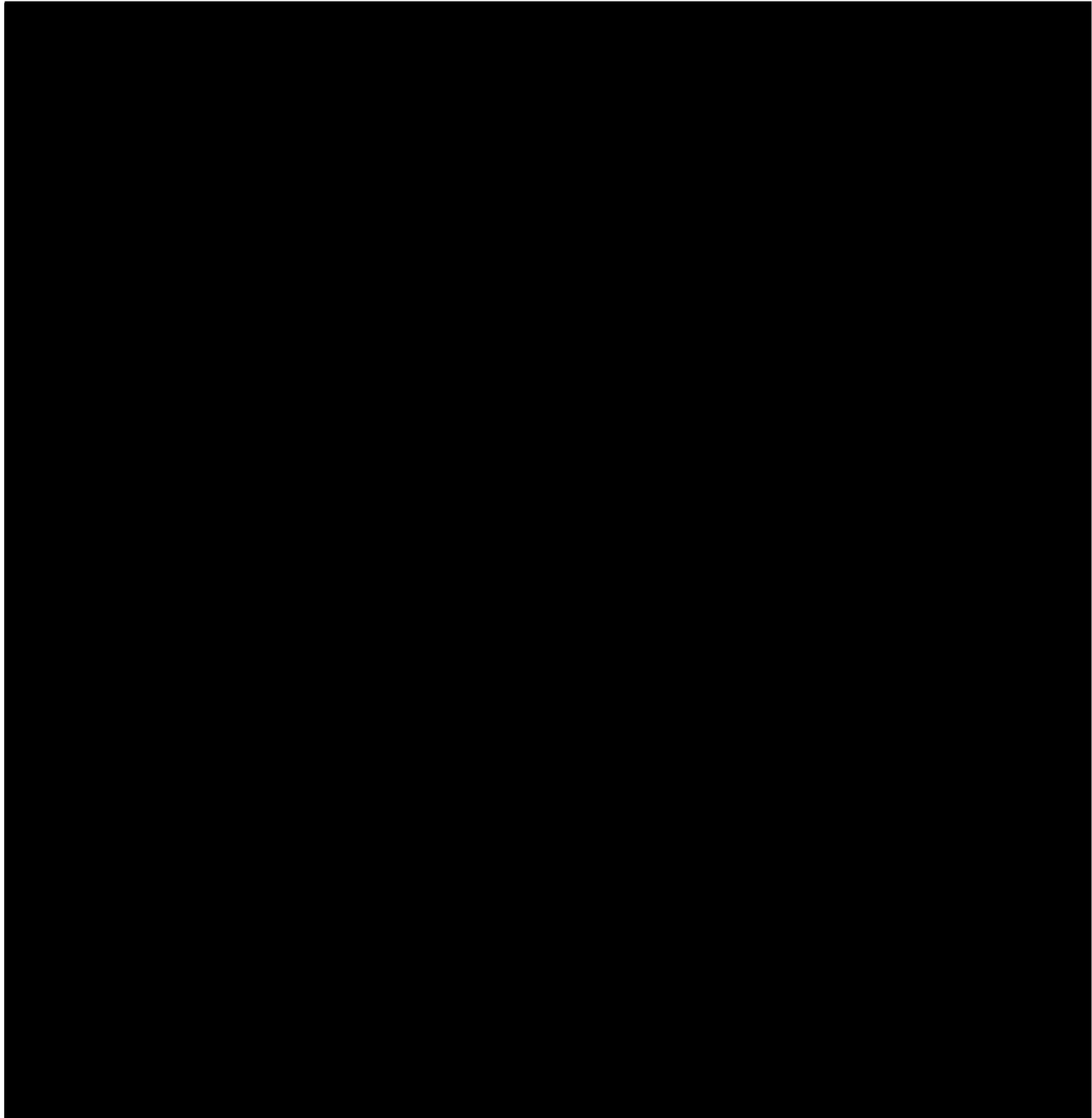
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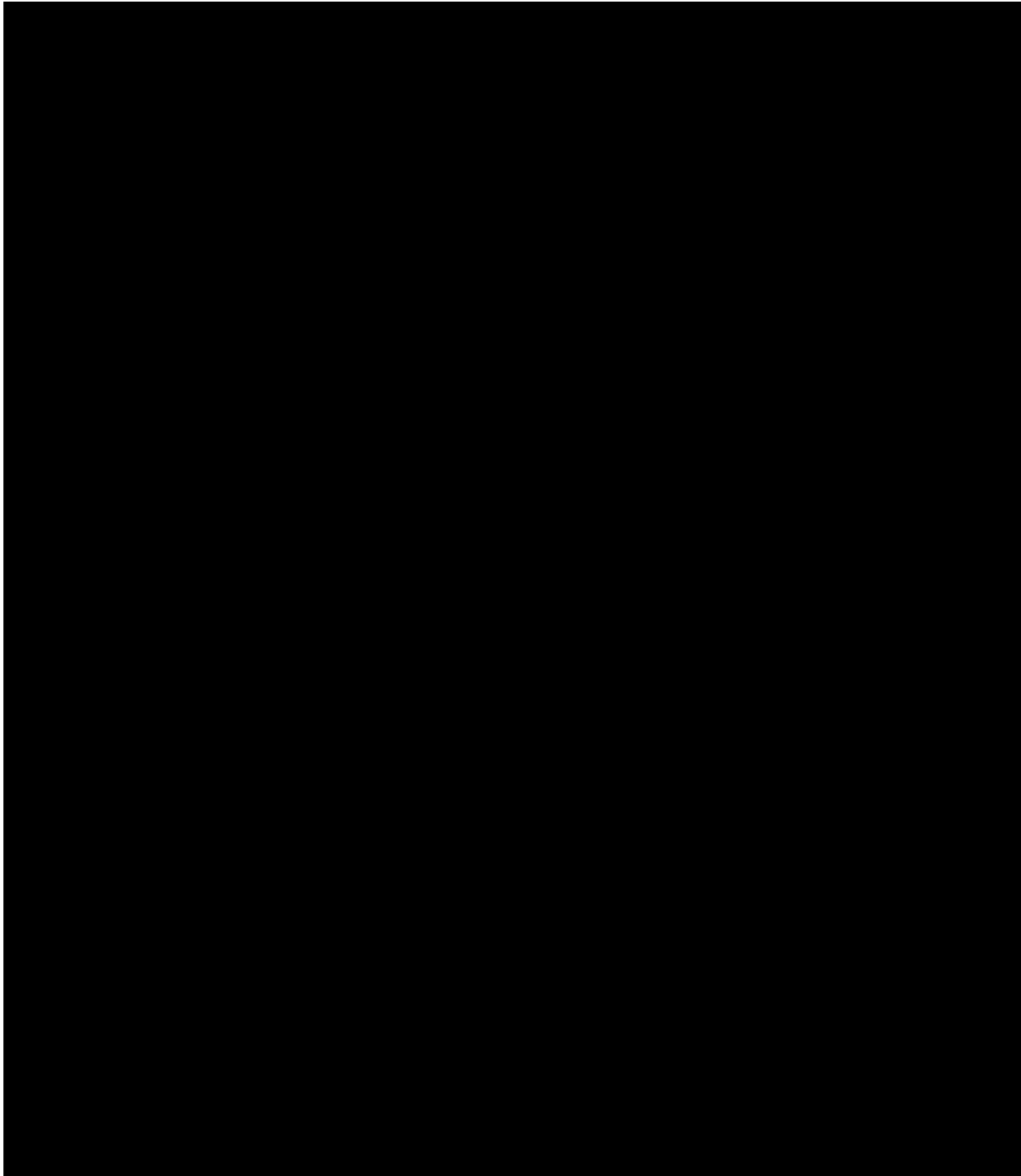
§ 2 Beginn Arbeitsverhältnis, Probezeit, Kündigung

Der Beginn des Arbeitsverhältnisses erfolgt mit 09. Februar 2009

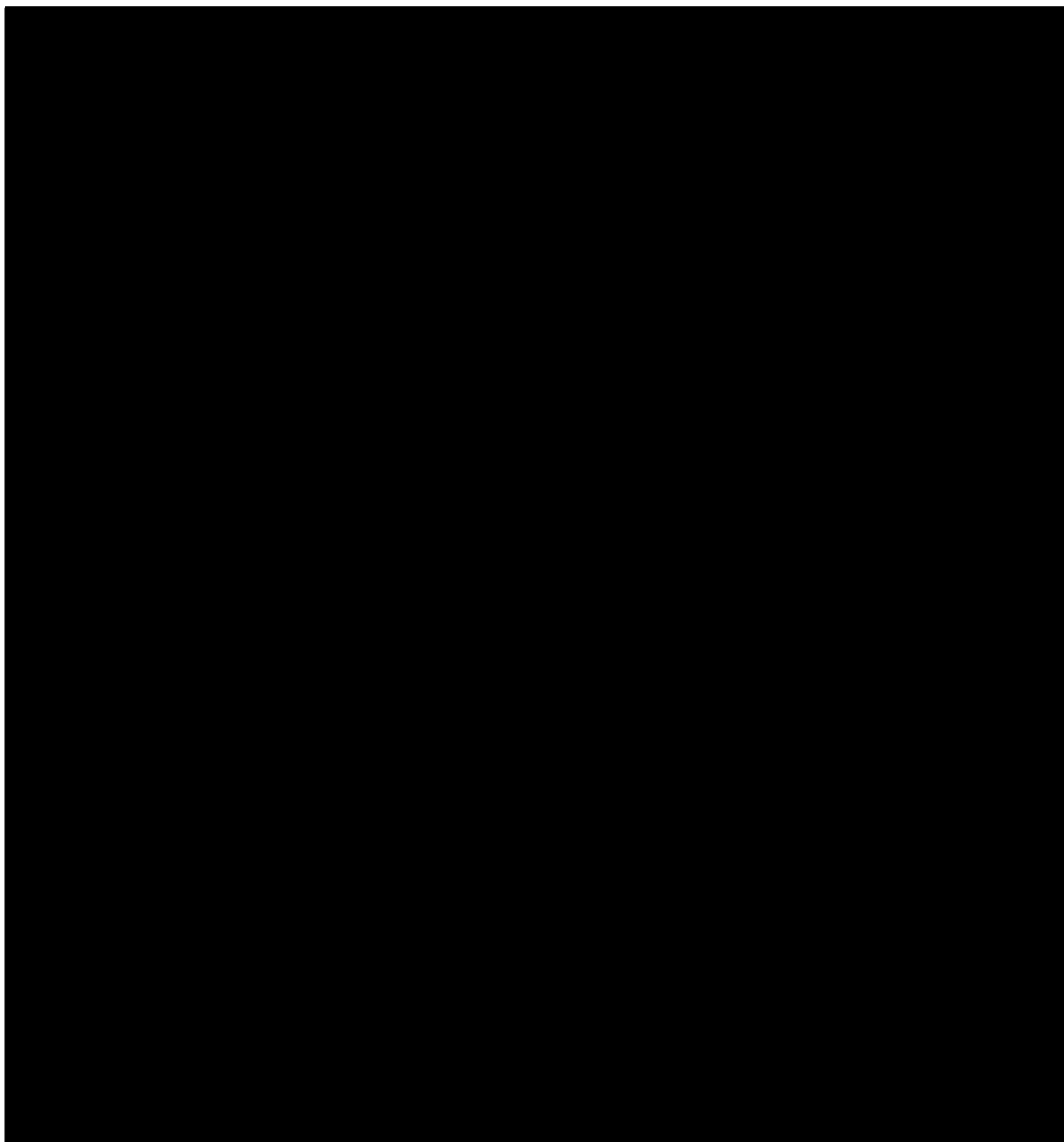
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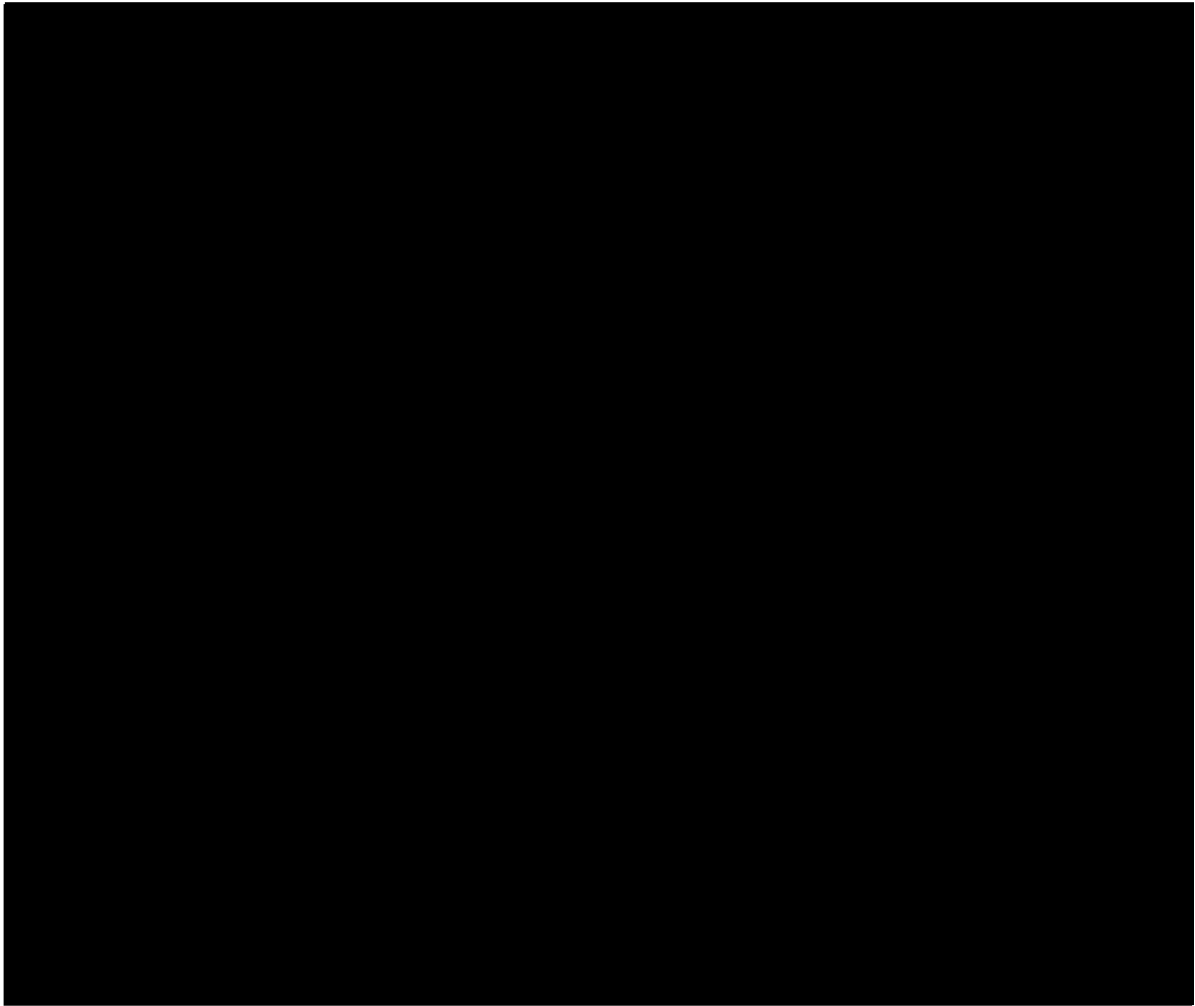
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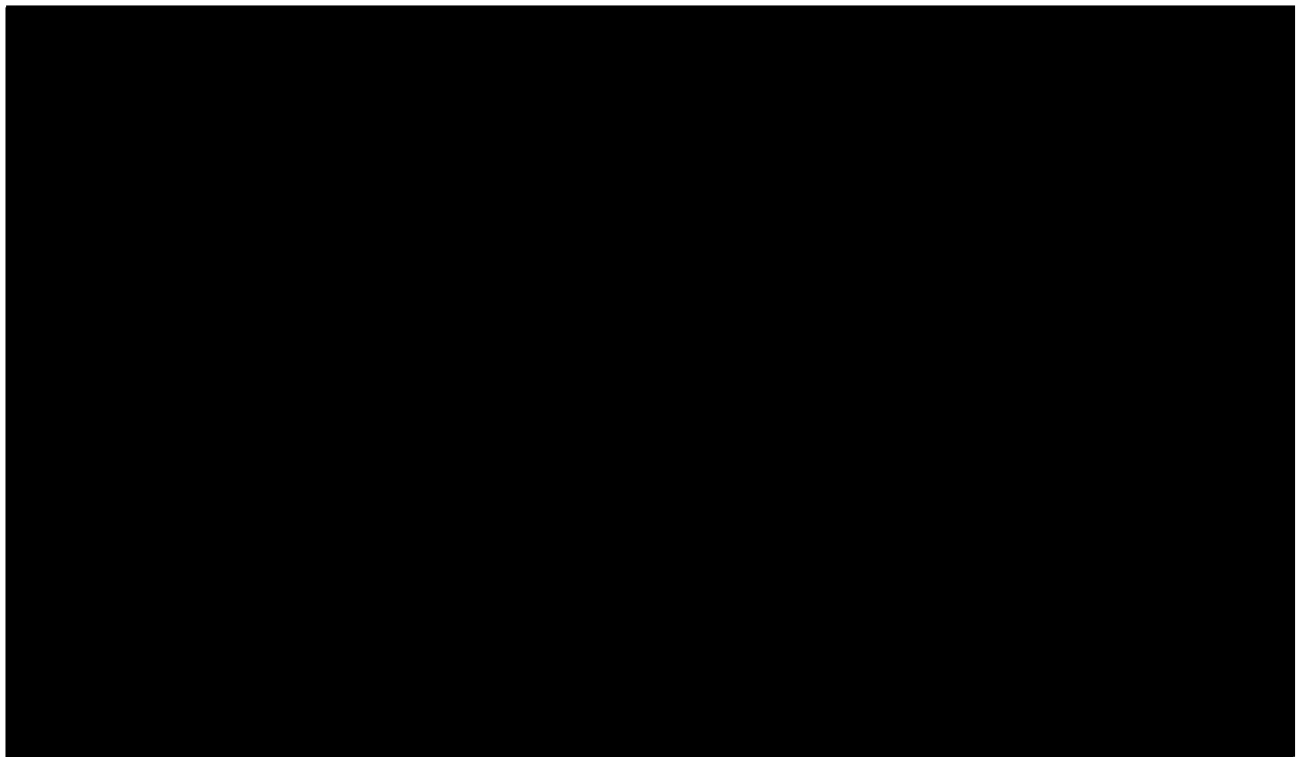


§ 12 Schutzrechte

Der/Die Arbeitnehmerin erkennt an, dass die Gesellschaft alleinige Inhaberin der Rechte an den vom/von der Arbeitnehmerin im Rahmen seiner/ihrer Tätigkeit allein oder in Zusammenarbeit mit anderen entwickelten Erfindungen und Software ist.

Der/Die Arbeitnehmerin erkennt an, dass Dokumentationen, Methoden und alle anderen intellektuellen Leistungen, die vom/von der Arbeitnehmerin allein oder mit anderen im Rahmen des vorliegenden Vertrags erstellt werden, auf Veranlassung und unter der Kontrolle der Gesellschaft geschaffen werden, die allein befugt ist, sie unter ihrem Namen herauszugeben, zu veröffentlichen und zu verbreiten.

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28.1.2008, Wien

Ort, Datum

Die Gesellschaft

Ort, Datum

Wien 28. Jan 2009

Der/Die Arbeitnehmerin

Employment contract for an unlimited period

MADE BY AND BETWEEN

VE Vienna Engineering Forschung und Entwicklung GmbH
Billrothstrasse 29
A-1190 Vienna, Austria
Represented by its managing director,
Mr. Christian Wunsch

hereinafter called "the Company"

FIRST PARTY

AND

Name: Michael Putz
Address: [redacted]
Date of birth: [redacted]
Social Ins. No.: [redacted]
Citizenship A (Austria)

hereinafter called "the Employee"

SECOND PARTY

This employment contract was signed by the Company. This employment contract is deemed to be merely an offer by the Company until the employment contract is signed by the Employee.

This offer is binding on the Company during a period of 10 days from the date it was signed. After this period expires, the Company is no longer bound.

By signing this employment contract, the Employee warrants that he/she will no longer be contractually bound to any other company at the time of commencing work, and that he/she will be released by his/her former employer from all contractual obligations including any covenant not to compete.

[initials]

[redacted]

Article 2

Commencement of Employment Relationship, Probationary Period, Termination

The employment relationship will commence on February 9, 2009.

[initials]

[redacted]

[initials]

[redacted]

[initials]

[redacted]

[initials]

[redacted]

Article 12 Property Rights

The Employee acknowledges that the Company is the sole owner of the rights to the inventions and software developed by the Employee within the scope of his/her activity, alone or in conjunction with others.

The Employee acknowledges that documentation, methods, and all other intellectual performance created by the Employee alone or with others within the framework of the present contract are created at the behest of and under the control of the Company, which is solely authorized to issue it, publish it, and disseminate it under its name.

[initials]

[redacted]

1/29/2009, Vienna

Place, Date

[signature]

Place, Date

Vienna, Jan. 29, 2009

[signature]

The Company

The Employee

DECLARATION

I, Dr. Geoffrey S. Koby,
(name of translator)

637 Park Avenue, Kent, Ohio, 44240 USA,
(address)

do solemnly and sincerely declare that I have a competent knowledge of English and German languages and that the following is a true and accurate English translation of the relevant portions of the employment contract of Mr. Michael Putz.

Dated at Kent, Ohio, USA this 14th day of May 2020.



Signature) Geoffrey S. Koby
(name of translator)

Verify at www.atanet.org/verify