

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARTIN ROUBICEK	07/06/2017
JIRI POLIVKA	01/31/2014
GARETH PEMBERTON	07/06/2017
RECEIVING PARTY DATA	
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City:	MALMO
State/Country:	SWEDEN
Postal Code:	200 21
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16719927
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NAME OF SUBMITTER:	PRAVEER K. GUPTA
SIGNATURE:	/PRAVEER K. GUPTA/
DATE SIGNED:	07/07/2020
Total Attachments: 7	
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ASSIGNMENT FOR APPLICATION FOR PATENT

WHEREAS:

Names and Addresses of Inventors:

- 1) **Martin ROUBICEK**
Svermovska 214
27341 Brandysek
Czech Republic
- 2) **Jiri POLIVKA**
Zizkova 381
58381 Chotebor
Czech Republic
- 3) **Gareth PEMBERTON**
71 Primrose Crescent
Worcester
Worcestershire WR5 3HQ
Great Britain

(hereinafter referred to as Assignors), have invented a certain invention entitled:

MACHINE CUTTING TORCH SYSTEM

for which application for Letters Patent in the United States was executed on even date herewith;
and

WHEREAS, GCE HOLDING AB, a corporation of Sweden, having a place of business at P.O. Box 21044, 200 21 Malmö, Sweden (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sells, assigns, transfers and conveys to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt

production of papers, facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance as to the extent deemed necessary or desirable by said Assignee (g) for perfecting in said Assignee the right, title and interest herein conveyed (h) for prosecuting any of said applications (i) for filing and prosecuting appeals, divisions, continuance or additional applications covering said invention (j) for filing and prosecuting applications for reissue of any of said patents (k) for interference or other equity proceedings involving said invention and (l) all legal proceedings involving said invention and any application therein and any patent is granted therein, including without limitation opposition proceedings, cancellation proceedings, priority contests, office use proceedings, interference actions and court actions, provided, however, that the expense incurred by said Assignee in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignee, their respective heirs, legal representatives and assigns.

4. Said Assignee hereby warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignees have executed and delivered this instrument to said Assignee on the dates indicated below.

July 6, 2017

(Signature)

Martin Poubicek
MARTIN POUBICEK

(Signature)

July 6, 2017

(Signature)

JERI POLIVKA

Gareth Pemberton
GARETH PEMBERTON

PRACOVNÍ SMLOUVA

GCE, s.r.o.

se sídlem Chotěboř, Žižkova 381, PSČ 583 81, IČ: 271 10 991, DIČ: CZ 27110991

spisová značka: C 20232 vedená u Krajského soudu v Hradci Králové

zastoupena generálním ředitelem, panem Ing. Ladislavem Chebenem

/dále jen „zaměstnavatel“/

a

Jméno, příjmení: Ing. JIŘÍ POLÍVKA

Datum narození: 17.9.1981

Trvalé bydliště: 28401 Církvice, 191

/dále jen „zaměstnanec“/

uzavírají níže uvedenou pracovní smlouvu, která s účinností od 1.2.2014 nahrazuje v plném rozsahu původní pracovní smlouvu uzavřenou mezi zaměstnancem a zaměstnavatelem ve znění všech jejích pozdějších změn a dodatků:

I.

Zaměstnanec bude pracovat u zaměstnavatele ve funkci:

Designer

II.

Místem výkonu práce je: **Chotěboř**

III.

Den nástupu do práce: **7.2.2011**

IV.

Zkušební doba: **3 měsíce**

Pracovní poměr se uzavírá na: **dobu neurčitou**

V.

Mzda je splatná po vykonání práce, pozadu za měsíční období, a to nejpozději v následujícím kalendářním měsíci (splatnost mzdy). Mzda bude vyplácena vždy k 16. dni měsíce (termín výplaty mzdy). Zaměstnanec a zaměstnavatel se dohodli na tom, že mzda a veškeré odměny za práci budou převáděny bankovním převodem na platební účet zaměstnance u jím stanoveného peněžního ústavu. Změnu čísla účtu je povinen zaměstnanec sdělit ihned zaměstnavateli.

VI.

Zaměstnanec má právo na dovolenou, a to v rozsahu stanoveném zákoníkem práce (§ 211 - 223 ZP) a dle Kolektivní smlouvy uzavřené s odborovou organizací.

VII.

Pracovní doba je stanovena na 37,5 hod. týdně. Pracovní doba se řídí Kolektivní smlouvou a vnitrofiremním předpisem.

VIII.

V případě výpovědi z pracovního poměru je výpovědní doba ze strany zaměstnance i zaměstnavatele sjednána v délce 2 měsíce a vždy počíná běžet od 1. dne kalendářního měsíce následujícího po doručení výpovědi.

IX.

Účastníci této smlouvy se dohodli, že zaměstnavatel může vysílat zaměstnance na pracovní cesty. Zaměstnanec s vysíláním na pracovní cesty souhlasí.

X.

Zaměstnavatel je povinen přidělovat zaměstnanci práci podle této pracovní smlouvy, platit mu za vykonanou práci mzdu, vytvářet podmínky pro úspěšné plnění jeho pracovních úkolů a dodržovat ostatní pracovní podmínky stanovené vnitrofiremními předpisy, pracovní smlouvou a Kolektivní smlouvou.

XI.

Zaměstnanec je povinen podle pokynů zaměstnavatele konat osobně práce podle této pracovní smlouvy v rozvržené týdenní pracovní době a dodržovat povinnosti, které mu vyplývají z pracovního poměru.

XII.

Ostatní práva a povinnosti smluvních stran vyplývající z tohoto pracovního poměru se řídí zejména ustanoveními zákoníku práce, dalších pracovněprávních předpisů, prováděcích předpisů, pracovním řádem, interními směnicemi a předpisy zaměstnavatele a jinými obecně závaznými právními předpisy.

V Chotěboři dne 31.1.2014



zaměstnanec



Ing. Ladislav Cheben
Generální ředitel

RWS Group Ltd, of Europa House, Chiltern Park, Chiltern Hill, Chalfont St Peter, Buckinghamshire, United Kingdom, hereby declares that, to the best of its knowledge and belief, the following documents, prepared by one of its translators competent in the art and conversant with the English and Czech languages, is a true and correct translation of the accompanying documents in the Czech language.

Signed this 15th day of November 2017



C. E. SITCH

Managing Director – UK Translation Division

For and on behalf of RWS Group Ltd

EMPLOYMENT CONTRACT

GCE, s.r.o.

having its registered office at Chotěboř, Žižkova 381, 583 81, registration number: 271 10 991, VAT number: CZ 27110991

registry number: C 20232, registered at the Regional Court in Hradec Králové
represented by Mr Ladislav Cheben, Managing Director
(hereinafter referred to as the "*Employer*")

and

Given name, surname: JIŘÍ POLÍVKA
Date of birth: 17 September 1981
Address of permanent residence: 28401 Církvice, 191
(hereinafter referred to as the "*Employee*")

hereby enter into the Employment Contract below, which, effective from 1 February 2014, shall fully supersede the original employment contract between the Employee and the Employer, as amended by any and all subsequent changes and addenda:

I.

The Employee shall hold the following position at the Employer:
Designer

II.

The place of work shall be: **Chotěboř**

III.

Work start date: **7 February 2011**

IV.

Probationary period: **3 months**

The employment shall be established for: **an indefinite duration**

V.

The wage shall be payable upon performance of work, in arrears, and for a one-month period, no later than in the subsequent calendar month (time limit for wage payment). The wage shall be paid as at the 16th day of every month (pay day). The Employee and the Employer agree that the wage and any and all remuneration for work shall be remitted by bank transfer to the Employee's payment account at a financial institution specified by the Employee. The Employee shall notify the Employer forthwith of any change of account number.

VI.

The Employee shall be entitled to leave to the extent laid down by the Labour Code (Sections 211-223 thereof) and in accordance with the Collective Agreement concluded with the trade-union organisation.

VII.

The working time shall be 37.5 hours per week. The working time shall be governed by the Collective Agreement and an internal regulation.

VIII.

If the employment is terminated by the service of notice, the notice period for both the Employee and the Employer is agreed at **two months** and shall commence in all cases from the first day of the calendar month following service of the notice of termination.

IX.

The Parties to the present Contract agree that the Employer may send the Employee on business trips. The Employee agrees to be sent on business trips.

X.

The Employer shall allocate the Employee work in accordance with the present Employment Contract, pay him a wage for work done, create conditions for the successful performance of his work tasks and comply with other working conditions laid down by internal regulations, the present Employment Contract and the Collective Agreement.

XI.

The Employee shall perform work under the present Employment Contract, as scheduled over the weekly working time, in person in accordance with the Employer's instructions, and shall comply with the obligations incumbent on the Employee with respect to his employment.

XII.

Other rights and obligations of the Parties deriving from this employment shall be governed in particular by the provisions of the Labour Code, other labour-law regulations, implementing regulations, the conditions of employment, internal directives and regulations of the Employer, and other legislation of general application.

Chotěboř, 31 January 2014

[signature]
Employee

[signature]
Ladislav Cheben
Managing Director