

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6235819

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	COURT ORDER	
CONVEYING PARTY DATA		
	Name	Execution Date
	ISOG TECHNOLOGY GMBH	03/31/2020
RECEIVING PARTY DATA		
Name:	LAPMASTER WOLTERS GMBH	
Street Address:	BUESUMER STRASSE 96	
City:	RENDSBURG	
State/Country:	GERMANY	
Postal Code:	24768	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15134709
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ann.sachet@quarles.com, patents@quarles.com	
Correspondent Name:	QUARLES & BRADY LLP	
Address Line 1:	RENAISSANCE ONE	
Address Line 2:	TWO NORTH CENTRAL AVENUE	
Address Line 4:	PHOENIX, ARIZONA 85004	
ATTORNEY DOCKET NUMBER:	138129.00051	
NAME OF SUBMITTER:	ANN SACHET	
SIGNATURE:	/Ann Sachet/	
DATE SIGNED:	08/05/2020	
Total Attachments: 11		
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Local Court of Weilheim i.UB

Department of Insolvency

File ref.: IN 11/20

Received

/ 2

April 2020

[Coat of Arms]

anchor
LAW

FIRM

In the proceedings regarding the filing for commencement of insolvency proceedings in respect of their own assets by

ISOG Technology GmbH, represented by the managing director Süppel Stefan Herbert, Am Weidenbach 3, 82362 Weilheim

Registration court: local court of Munich, registry no.: HRB 49951

- debtor -

Line of business: manufacture and distribution of machine tools and precision instruments,

on 31.03.2020, the local court of Weilheim i.UB passes the following

Decision

1. Insolvency proceedings on the debtor's assets will be opened at 0.00 hours on 01.04.2020 due to insolvency and over-indebtedness.

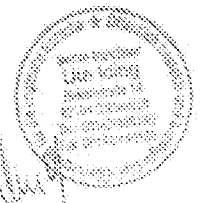
2. Appointed as insolvency administrator:

Attorney-at-law
Dr. Robert Hänel Kirchplatz 9,
82362 Weilheim
Phone: +49(881)9010900
Fax: +49(881)90109060

3. The insolvency creditors are requested to file insolvency claims (Section 38 of the German Insolvency Act) with the insolvency administrator in writing by 05.06.2020.

The reason and amount of the claim must be stated when filing.

The filing of claims and the insolvency table may be inspected by the parties involved at the office of the insolvency court.



PURCHASE AGREEMENT

between

Attorney-at-law Dr. Robert Hänel
Kirchplatz 9, 82362 Weilheim
in his capacity as insolvency administrator
in respect of the assets of
ISOG Technology GmbH

("Seller")

and

Lapmaster Wolters GmbH
represented by Mr. Martin Sackmann acting as proxy
Buesumer Strasse 96
24768 Rendsburg
Germany

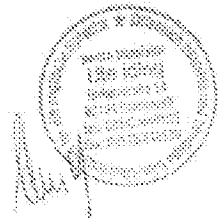
("Buyer")

Preamble

- (A) Following an application for insolvency by ISOG themselves, the local court –insolvency court –of Weilheim ordered provisional insolvency administration regarding file reference IN 11/20 with its decision of 22.01.2020 and appointed Dr. Robert Hänel as provisional insolvency administrator. With its decision of 31.03.2020, the local court of Weilheim opened insolvency proceedings on the assets of ISOG on 01.04.2020 and appointed Dr. Robert Hänel ("Seller") as insolvency administrator.
- (B) Since no investor was found who was willing to continue the operation of ISOG in whole or in part by way of a transferred restructuring, the seller had to make the entrepreneurial decision to close the business immediately.
- (C) With this purchase agreement ("Purchase Agreement"), the Purchaser wishes to acquire the assets listed below (the "Sold Business").

The Seller and the Buyer therefore agree as follows:

[sign] [sign]



Section 1

Sold assets

1.1 Unless otherwise provided in Sections 1.2 and 1.4, the Seller hereby sells the following assets (collectively the **"Sold Assets"**) on the transfer date to the Buyer, who hereby accepts such sale:

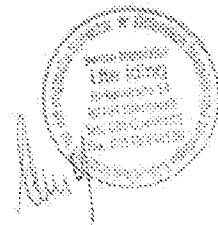
1.1.1 The total intangible assets, in particular

1.1.1.1 the patents and patent applications listed in **Annex 1.1.1.1** and all other domestic or foreign patents and patent applications of ISOG;

1.1.1.2 the brands and brand applications listed in **Annex 1.1.1.2** and all other domestic or foreign brand applications of ISOG;

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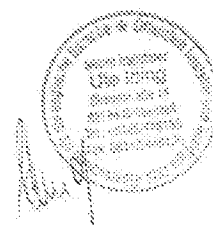
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Section 2

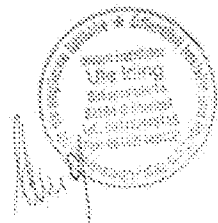
Purchase price

- 3.1 The purchase price for the assets pursuant to subsections 1.1.1 and 1.1.2 (hereinafter referred to as the "Purchase Price" amounts to:

[blacked-out sections of text]

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[sign][sign]



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Section 4

Value added tax

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Section 5

Terms of payment

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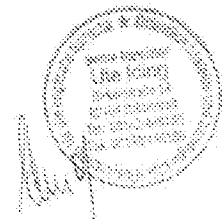
Section 6

Warranty/Liability

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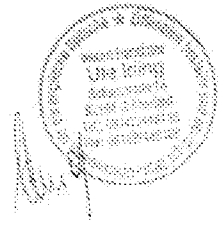
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Section 7

Transfer date, transfer of rights and obligations, declarations in rem

- 7.1 The transfer date is 04.05.2020.
- 7.2 Subject to payment of the respective purchase price, possession and use of the Sold Assets shall pass to the Buyer on the day of transfer; the obligations, risk and duty to maintain safety shall pass on the day of transfer.

[sign][sign]



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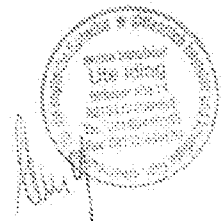
Section 9

Costs

Each party shall bear its own costs in connection with the initiation, conclusion and execution of this contract.

7

[sign][sign]



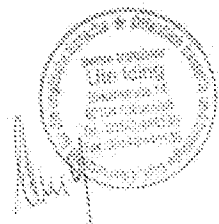
Section 10

Miscellaneous

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- 10.3 This purchase contract is subject to German law under exclusion of the CISG and IPR. Exclusive place of jurisdiction for all disputes in connection with this purchase contract is – as far as permissible and compatible – Weilheim.
- 10.3 Amendments and supplements to this purchase contract must be made in writing, unless notarisation is required. This also applies to any amendment to this clause.

[sign][sign]



- 10.5 Should any provision of this purchase agreement be invalid or unenforceable, this shall not affect the validity of the rest of the purchase contract. The parties fairly undertake in such a case to agree on a new effective provision which comes as close as possible to the economic result of the invalid or unenforceable provision.

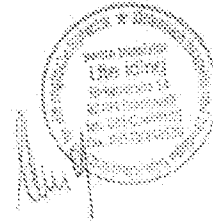
Weilheim, 24.04.2020
Place, date

Bühl, 24.04.20
Place, date

Attorney-at-law Dr. [illegible] Hänel
as insolvency administrator
Kirchplatz 9
[illegible]

[Illegible signature]
Dr. Robert Hänel (Seller) as insolvency
administrator regarding the assets of ISOB
Technology GmbH

[Illegible signature]
Lapmaster Wolters GmbH, represented
by Mr. Martin Sackmann acting as proxy



Schedule of annexes

to the Purchase Agreement between

Attorney-at-law Dr. Robert Hänel
as insolvency administrator in respect of the assets of
ISOG Technology GmbH
and

Elb-SchLIFF Werkzeugmaschinen GmbH

Annex no.	Content
1.1.1	Movable assets
1.1.2	Raw, auxiliary and operating materials
1.1.3	Existing machines
1.2	Essential provisions

