

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6328617

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	VINCENT SOHIER	09/29/2020
RECEIVING PARTY DATA		
Name:	POCLAIN HYDRAULICS INDUSTRIE	
Street Address:	ROUTE DE COMPIEGNE	
City:	VERBERIE	
State/Country:	FRANCE	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16472566
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	15675P1336	
NAME OF SUBMITTER:	ERIC HYMAN	
SIGNATURE:	/eric hyman/	
DATE SIGNED:	09/30/2020	
Total Attachments: 2		
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Statement of Assignment

1. Vincent SOHIER is a named inventor of the invention described and claimed in US Application No 16/472,566 filed June 21, 2019 entitled Tracker Hydraulic Assistance Device For A Slave Craft.
2. Mr. SOHIER was hired November 2, 2010 by Poclain Hydraulics Industrie as Electro-hydraulic System Engineer, Position II Coefficient 108 and signed a contract of employment acknowledging such employment.
3. Poclain Hydraulics and Mr. SOHIER are subject to the provisions of Article L. 611-7 of the French Intellectual Property Code which states, *inter alia*, if the inventor is an employee, the right to the industrial property title, in the absence of a contractual stipulation more favorable to the employee, inventions made by the employee in the performance of a contract of employment involving an inventive task which corresponds to his actual duties, or of studies and research explicitly entrusted to him, shall belong to the employer.
4. An English translation of the complete text of Article L. 611-7 of the French Intellectual Property Code is attached hereto as attachment 1.
5. The invention described and claimed in US Application No 16/472,566 made by Mr. SOHIER as an employee in the performance of a contract of employment involving an inventive task which corresponds to his actual duties
6. Poclain Hydraulics complied with all provisions of Article L. 611-7 of the French Intellectual Property Code as it pertains to the employment of Mr. SOHIER, and there is no contractual stipulation more favorable to the Mr. SOHIER as an employee.
7. The invention described and claimed in US Application No 16/472,566 was completed on December 22, 2016 (insert priority date or earlier date of invention).
8. As a result of the operation of Article L. 611-7 of the French Intellectual Property Code, Mr. SOHIER effectively assigned his rights to the invention described and claimed in US Application No 16/472,566 on December 22, 2016 (insert priority date or earlier date of invention).

Dated : Sept. 25th, 2020

By :

Name : Alain LEPRANCE

Title :

Company Secretary



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SAS au capital de 12 980 000 €
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PATENT

REEL: 053937 FRAME: 0533

ATTACHMENT 1

Article L. 611-7 of the French Intellectual Property Code (automatic translation, original version can be found here <https://www.legifrance.gouv.fr/codes/id/LEGIARTI000031012254/2015-08-08/>) :

If the inventor is an employee, the right to the industrial property title, in the absence of a contractual stipulation more favourable to the employee, shall be defined according to the following provisions:

1. Inventions made by the employee in the performance of a contract of employment involving an inventive task which corresponds to his actual duties, or of studies and research explicitly entrusted to him, shall belong to the employer. The employer shall inform the employee who is the author of such an invention when the latter is the subject of an application for an industrial property title and when the title is granted, where appropriate. The conditions under which an employee who is the author of an invention belonging to the employer receives additional remuneration shall be determined by collective agreements, works agreements and individual contracts of employment.

If the employer is not subject to a branch collective agreement, any dispute relating to additional remuneration is referred to the conciliation commission instituted by Article L. 615-21 or to the tribunal de grande instance.

2. All other inventions belong to the employee. However, where an invention is made by an employee either in the course of the performance of his duties, or in the field of the undertaking's activities, or through the knowledge or use of techniques or means specific to the undertaking, or of data provided by it, the employer shall be entitled, under conditions and within a time limit set by decree of the Council of State, to be granted ownership or the enjoyment of all or part of the rights attached to the patent protecting his employee's invention.

The employee must obtain a fair price which, in the absence of agreement between the parties, is set by the conciliation commission instituted by Article L. 615-21 or by the tribunal de grande instance: the latter will take into consideration all elements that may be provided to them, in particular by the employer and by the employee, to calculate the fair price both according to the initial contributions of both parties and the industrial and commercial utility of the invention.

3. The employee who is the author of an invention shall inform his employer who shall acknowledge receipt thereof in accordance with the procedures and time limits laid down by regulation.

The employee and the employer shall provide each other with all relevant information on the invention in question. They shall refrain from any disclosure likely to compromise in whole or in part the exercise of the rights conferred by this Book.

Any agreement between the employee and his employer concerning an invention made by an employee shall be recorded in writing, on pain of nullity.

4. The terms and conditions of application of this Article shall be determined by decree of the Council of State.

5. The provisions of this Article shall also apply to employees of the State, public authorities and all other public law legal entities, in accordance with the terms and conditions laid down by decree in the Council of State.