

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STEFAN SAUR	05/03/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CARL ZEISS MEDITEC AG	
<b>Street Address:</b>	GÖSCHWITZER STR. 51-52	
<b>City:</b>	JENA	
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<b>Postal Code:</b>	07745	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16732126	
<b>CORRESPONDENCE DATA</b>		
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<b>ATTORNEY DOCKET NUMBER:</b>	1426-1008-N	
<b>NAME OF SUBMITTER:</b>	FALK EWERS	
<b>SIGNATURE:</b>	/Falk Ewers/	
<b>DATE SIGNED:</b>	05/17/2021	
<b>Total Attachments: 2</b>		
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**CONFIRMATION OF TRANSFER AND ASSIGNMENT**

**THIS** Confirmation of Transfer and Assignment Agreement ("**Agreement**") is entered into by and between Stefan Saur (employee) of Eugen-Hafner-Str. 16/1, 73431 Aalen, Germany (address/domicile) ("**Assignor**") and Carl Zeiss Meditec AG, a corporation organized and existing under the laws of Germany (employer) ("**Assignee**") and with Assignor, "**Parties**") with its principal place of business at Göschwitzer Strasse 51-52, 07745 Jena, Germany (address) and effective as of the date indicated below:

**WHEREAS**, Assignor is employed by Assignee;

**WHEREAS**, Assignor, incident to its employment with Assignee, invented a certain invention identified as

**METHOD OF OPERATING A SURGICAL MICROSCOPE AND SURGICAL MICROSCOPE**

("Invention") for which U.S. Patent Application serial no. 16/732,126 for United States Letters Patent was filed on December 31, 2019 ("**Application**");

**WHEREAS**, both the Assignor and Assignee are subject to the German Employees Inventions Act (Arbeitnehmererfindungsgesetz) ("**Act**");

**WHEREAS**, on August 22, 2019 (date) Assignor notified Assignee of the existence of the Invention by submitting an invention report;

**WHEREAS**, Assignee did not waive its claim to the invention within 4 months of receiving the invention report;

**WHEREAS**, as a result of the foregoing, the Parties hereby agree and affirm that Assignor has transferred to Assignee its entire right, including any and all priority rights, title and interest in the Invention known, recognized, and/or permitted to be transferred by operation of law under the Act;

**WHEREAS**, Assignee is obliged and has the sole right to apply for a patent in Germany, and is also entitled to apply for a patent abroad;

**WHEREAS**, Assignee wishes to prosecute a patent of the Invention in the United States with the United States Patent & Trademark Office ("**Office**") and elsewhere;

**WHEREAS**, in order to effectuate the Assignee's intention and desire to submit the Application to the Office and prosecute the patent of the Invention, Assignor hereby wishes to confirm the prior transfer of rights, title and interests in the Invention to the Assignee by operation of law under the Act and, to the extent that may be necessary, for any reason whatsoever, including but not limited to prosecute the Application, to assign to Assignee any and all rights, title and interests in the Invention which may not have been transferred at the time of the original transfer under the Act including, but not limited to the right to prosecute the Patent and submit the

Application in the United States of America to the Office or defend or prosecute claims for infringement arising before or after the assignment in the United States and elsewhere;

**WHEREAS**, the Parties also wish to memorialize and notify any and all persons, wherever located, of Assignor's transfer or assignment of the entire right (including priority rights), interests, and title in the Invention to the Assignee whether by operation of the Act or this Agreement or otherwise; and

**NOW, THEREFORE**, in consideration of the promises, the mutual undertakings and agreements herein set forth between the Parties, and other good and valuable consideration the receipt of which is hereby acknowledged, Assignor, by its signature below, does contract, covenant and agree to the terms which follow:

1. Assignor confirms the prior transfer of, and by this Agreement, hereby sells, assigns, and transfers to Assignee any and all of its entire rights, title and interests which have not been previously transferred or which arose post-transfer under the Act, including, but not limited to: (a) the Invention, (b) the Application, and all foreign counterparts, all international stage applications, national stage applications, divisions, reissues, continuations in whole or in part, substitutions, renewals and extensions thereof derived from said Application (including patents, utility models, and industrial designs), (c) any and all Letters Patent, utility model registrations, design registrations, and other protective rights, which may be granted therefrom in the United States and its territorial possessions, in any other foreign country or region, and under any treaty or convention, and (d) any and all priority rights under 35 U.S.C. §119, under the International Convention for the Protection of Industrial Property (Paris Convention), under the Patent Cooperation Treaty (PCT), under the European Patent Convention, and under the laws and rules of all foreign countries Nunc Pro Tunc on the filing date of the above identified Application.
2. Assignee and Assignee's successor and assigns are to enjoy rights, interests, and title in the Invention as fully and exclusively as if same were held and enjoyed by Assignor had the rights, interests, and title in the Invention not been transferred to Assignee under the Act or otherwise and had Assignor not executed this Agreement, for the full term of any Letters Patent and Registration which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation, or extension thereof.
3. Assignor further agrees that it will, without charge to Assignee, but at Assignee's expense: (a) cooperate with Assignee in the prosecution of any patent application Assignee makes or submits in connection with the Invention, or improvements on the Invention, to the Office or any foreign counterpart; (b) execute, verify, acknowledge and deliver any and all documents and papers, including patent applications and instruments of transfer, and (c) perform any and all such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registration for the Invention and Improvements on the Invention in any country, and to vest title thereto in Assignee or in Assignee's successors and/or assigns.

  
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SIGNATURE OF ASSIGNOR/INVENTOR

Date: May, 03, 2021

Stefan Saur  
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NAME OF ASSIGNOR/INVENTOR