# 506754615 07/07/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6801432

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY	ΔΑΤΑ			
		Name	Execution Date	
CARL ZEISS AG			06/10/2021	
RECEIVING PARTY D	ΑΤΑ			
Name:	CARL ZE	CARL ZEISS MEDITEC AG		
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City:	JENA	JENA		
State/Country:	GERMA	GERMANY		
Postal Code:	07745	07745		
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PROPERTY NUMBER				
Property Type		Number		
Application Number: 1673		6732126		
CORRESPONDENCE	DATA			
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Address Line 2: Address Line 4: ATTORNEY DOCKET N	10 W	612 K STREET, NW, SUITE 1204 ASHINGTON, D.C. 20006	4	
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Address Line 2: Address Line 4: ATTORNEY DOCKET N NAME OF SUBMITTER SIGNATURE: DATE SIGNED:	10 W	612 K STREET, NW, SUITE 1204 /ASHINGTON, D.C. 20006 1426-1008-N FALK EWERS /Falk Ewers/	4	
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#### **Corporate Assignment**

## CONFIRMATION OF TRANSFER AND ASSIGNMENT

THIS Confirmation of Transfer and Assignment Agreement ("Agreement") is entered into by and between Carl Zeiss AG, a corporation organized and existing under the laws of Germany ("Assignor") with its principle place of business at Carl-Zeiss-Straße 22, 73447 Oberkochen, Germany (address) and Carl Zeiss Meditec AG, a corporation organized and existing under the laws of Germany ("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, on <u>December 31, 2019</u> U.S. Patent Application serial no. <u>16/732,126</u> for United States Letters Patent ("Application") was filed in the United States with the United States Patent & Trademark Office ("Office") for

## METHOD OF OPERATING A SURGICAL MICROSCOPE AND SURGICAL MICROSCOPE

## ("Invention");

WHEREAS, the Parties are subject to the laws of Germany and hereby agree and affirm that on January 17, 2020 Assignor has transferred to Assignee its entire right, including any and all priority rights, title and interest in the Invention by contract ("Contract");

WHEREAS, Assignor hereby wishes to confirm the prior transfer of its entire right, including any and all priority rights, title and interest in the Invention to the Assignee by the Contract 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 by the Contract 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 any and all priority rights, title and interest in the Invention to the Assignee whether by the Contract 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 Contract, including, but not limited to: (a) the Invention, (b) the Application, and all foreign counterparts, all international stage

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PATENT REEL: 056783 FRAME: 0169 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, title and interests in the Invention not been transferred to Assignee by Contract 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.

For Assignor:

Date:

PERSON(S) SIGNING

TITLE OF PERSON(S) SIGNING

Carl Zeiss AG ASSIGNOR

Page 2 of 3

For Assignee: <u>i.V.</u>\_ <u>A5</u> Date: <u>June</u> 15, 2071 andrika N. SIGNATURE(S) NAME OF PERSON(S) SIGNING **1**0/  $\bigcirc$ angyaya døk Nhomed Clark TITLE OF PERSON(S) SIGNING

Carl Zeiss Meditec AG ASSIGNEE

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## PATENT REEL: 056783 FRAME: 0171

**RECORDED: 07/07/2021**