

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6968260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEFAN ECKSTEIN	03/04/2020
FRANK EHNES	04/09/2020
ELMAR SCHLERETH	04/03/2020
RECEIVING PARTY DATA	
Name:	BRAINLAB AG
Street Address:	OLOF-PALME-STR. 9
City:	MUNICH
State/Country:	GERMANY
Postal Code:	81829
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29806182
CORRESPONDENCE DATA	
Fax Number:	(216)592-5009
<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>	
Phone:	2165925000
Email:	patents@tuckerellis.com
Correspondent Name:	TUCKER ELLIS LLP
Address Line 1:	950 MAIN AVENUE
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Address Line 4:	CLEVELAND, OHIO 44113
ATTORNEY DOCKET NUMBER:	013658-000824
NAME OF SUBMITTER:	PATRICK F. CLUNK
SIGNATURE:	/Patrick F. Clunk/
DATE SIGNED:	10/14/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
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source=823-824-Combined_declaration_assignment#page2.tif	

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Attorney Docket No.	013658-000780
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**COMBINED DECLARATION AND ASSIGNMENT (US RIGHTS ONLY)
FOR UTILITY OR DESIGN PATENT APPLICATION**

Title of Invention:	MEDICAL INSTRUMENT
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As a below named inventor, I hereby declare that this declaration and assignment are directed to:

Application No.	29/728,736
Filing Date	March 20, 2020
Amended on (if applicable)	

or, if no application is identified above, the attached application.

DECLARATION

The above application was made or authorized to be made by me.

I believe that I am the original or an original joint inventor of a claimed invention in the application.

I have reviewed and understood the contents of the application, including the claims.

I hereby acknowledge that any willful false statement made in this declaration is punishable under Section 1001 of Title 18 of the United States Code by fine or imprisonment of not more than five years, or both.

DUTY OF DISCLOSURE

I hereby acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations § 1.56, which in pertinent part states that information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and (1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or (2) it refutes, or is inconsistent with, a position the applicant takes in: (i) opposing an argument of unpatentability relied on by the Office, or (ii) asserting an argument of patentability. A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, I have sold and assigned and hereby sell and assign to:

Assignee(s)	Address
BRAINLAB AG	Olof-Palme-Str. 9, Munich, Germany 81829

and the successors and assigns thereof, the entire right, title and interest to said invention so far as concerns the United States and the Territories and Possessions thereof, including the right to claim priority, and said application and all Letters Patent of the United States to be obtained on said application, and any related applications including any nonprovisional application, continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted, and any U.S. nonprovisional, U.S. provisional and/or U.S. national phase patent application on which priority is claimed.

If the application number and filing date are not set forth above, authorization is hereby given for any

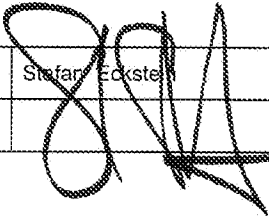
attorney of record in the subject patent application to insert below the application number and filing date information for this application when that information becomes available.

Application No.	
Filing Date	

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale.

I further covenant that Assignee(s) will, upon request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to me and will testify as to the same in any proceeding related thereto and will promptly execute and deliver to Assignee(s), or the legal representative thereof, any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

I agree that this assignment shall be construed in accordance with the law of the appropriate jurisdiction within the United States, and without regard to its conflicts of laws provisions.

Legal Name of Inventor:	Stefan Eckstein		
Inventor's Signature:		Date:	5.9.2020

Legal Name of Inventor:	Frank Ehnes		
Inventor's Signature:		Date:	

Legal Name of Inventor:	Elmar Schiereth		
Inventor's Signature:		Date:	

attorney of record in the subject patent application to insert below the application number and filing date information for this application when that information becomes available.

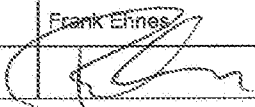
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Legal Name of Inventor:	Stefan Eckslein		
Inventor's Signature:		Date:	

Legal Name of Inventor:	Frank Ernes		
Inventor's Signature:		Date:	4/9/2020

Legal Name of Inventor:	Elmar Schlereth		
Inventor's Signature:		Date:	

attorney of record in the subject patent application to insert below the application number and filing date information for this application when that information becomes available.

Application No.	
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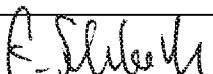
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Legal Name of Inventor:	Stefan Eckstein		
Inventor's Signature:		Date:	

Legal Name of Inventor:	Frank Ehnes		
Inventor's Signature:		Date:	

Legal Name of Inventor:	Elmar Schlereth		
Inventor's Signature:		Date:	April 3, 2020