

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7044900

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
G. MICHAEL FRIEBEL	12/02/2020
PAVAN SHIVARAM	12/02/2020
RHI US LTD.	12/02/2020
RECEIVING PARTY DATA	
Name:	REFRACTORY INTELLECTUAL PROPERTY GMBH & CO. KG
Street Address:	WIENERBERGSTRASSE 11
City:	WIEN
State/Country:	AUSTRIA
Postal Code:	1100
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17534708
CORRESPONDENCE DATA	
Fax Number:	(610)407-0701
<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>	
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Email:	kreid@ratnerprestia.com
Correspondent Name:	RATNERPRESTIA
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Address Line 2:	SUITE 350
Address Line 4:	KING OF PRUSSIA, PENNSYLVANIA 19406
ATTORNEY DOCKET NUMBER:	MRC-107US
NAME OF SUBMITTER:	MICHAEL P.F. PHELPS
SIGNATURE:	/Michael P.F. Phelps/
DATE SIGNED:	11/29/2021
Total Attachments: 4	
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source=Assignment for filing#page3.tif	

DATED 2 December 2020

MICHAEL FRIEBEL

- and -

PAVAN SHIVARAM

- and -

RHI US LTD.

- and -

REFRACTORY INTELLECTUAL PROPERTY GMBH & CO. KG

ASSIGNMENT OF RIGHTS
IN INVENTION

THIS AGREEMENT is made this 2nd day of December 2020

BETWEEN

MICHAEL FRIEBEL of 138 Edmondson Lane, Knoxville, TN, U.S.A.; and

PAVAN SHIVARAM of 212 Washington Ave, #711, Towson, MD, U.S.A.
hereinafter referred to as "the Assignors"; and

RHI US LTD. of 425 South Salem Church Road, 17408 York, USA, hereinafter referred to as "the Employer"; and

REFRACTORY INTELLECTUAL PROPERTY GMBH & CO. KG of Wienerbergstrasse 11, 1100 Wien, Austria, hereinafter referred to as "the Assignee".

WHEREAS:

- (A) During their employment by the Employer the Assignors developed an Invention (as hereinafter defined).
- (B) The Assignors have offered the Invention to the Employer and the Employer elected not to take assignment of the Invention but agreed that the Assignors should offer the Invention to the Assignee. The Assignee has elected to take assignment of the Invention and therefore the parties have agreed to enter into this Agreement to formalise their hitherto verbal agreements.

NOW THEREFORE in consideration of the promises and covenants hereinafter set forth the parties hereto agree as follows:-

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following words and expressions shall have the following meanings:-

"the Invention" shall mean the invention disclosure "Refractory Modular Design and Construction of Steel Transfer Ladle Working Lining", received on June 5th 2020 and will be filed under patent reference PA4853.

"Property Rights" all or any know-how designs drawings copyrights ideas trade secrets calculations formulae and any other form of intellectual property rights relating to the Invention which is vested in the Assignors (in whole or in part) or of which the Assignors have the free right to dispose.

- 1.2 Reference to legislative provisions shall be construed as references to those provisions as they shall have been respectively amended or re-enacted or as their application has been modified by other provisions up to the date of this Agreement.



- 1.3 All words denoting the singular number only shall include the plural and vice versa.
- 1.4 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on construction and interpretation.

2. ASSIGNOR'S WARRANTIES

The Assignors warrant that:-

- 2.1 they are the true and first inventors of the Invention and are not aware of any lawful ground of objection to the grant of a patent in respect thereof nor has it committed any action or deed whereby the right to apply for a patent has been impugned; and
- 2.2 the Invention has been made by the Assignors in the course of their employment by the Employer; and
- 2.3 the Assignors are entitled to be named as inventors in any application for any patent in any country or territory of the world; and
- 2.4 they are entitled to make the assignments made hereunder.

3. ASSIGNMENT

- 3.1 The Assignors hereby assign to the Assignee with effect from the date hereof all of their right, title, and interest in the Invention and the Property Rights including the right of the Assignee to file for patent protection in all countries.
- 3.2 The Assignors undertake and agree that they shall at the expense of the Assignee promptly sign, confirm, authenticate, or otherwise execute any forms, declarations, papers, or other instruments which may be required by the Assignee in order to give effect to the provisions of Clause 3.1 above.

4. PATENTS

The Assignee shall be solely responsible for the filing prosecution and maintenance of any patents. The Assignors undertake and agree that they shall provide such reasonable assistance (including the furnishing of advice, data and documents) as the Assignee may reasonably request (and at the expense of the Assignee) in order to assist the Assignee in the filing prosecution and maintenance of the patents.

5. CONSENT

The Employer hereby consents and agrees to the Assignment hereunder.

6. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Austria and the parties hereby submit to the jurisdiction of the Austrian Courts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED BY
MICHAEL FRIEBEL
(the Assignor)

G. Michael Friebel
Date: *Dec 2, 2020*

SIGNED BY
PAVAN SHIVARAM
(the Assignor)

Pavan Shivaram
Date: *Dec 2, 2020*

SIGNED for and on behalf of
RHI US LTD.
(the Employer)

** Pn*
Date: *December 2, 2020*

SIGNED for and on behalf of
REFRACTORY INTELLECTUAL
PROPERTY GMBH & CO. KG
(the Assignee)

ppa P. T. ... ppa J. ...
Date: *January 12, 2021*