

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DREW SCHILTZ	10/18/2018
MING LI	10/18/2018
RECEIVING PARTY DATA	
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State/Country:	MINNESOTA
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17212994
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ATTORNEY DOCKET NUMBER:	3615-1059-N
NAME OF SUBMITTER:	FALK EWERS
SIGNATURE:	/Falk Ewers/
DATE SIGNED:	10/20/2022
Total Attachments: 3	
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ASSIGNMENT AGREEMENT

between

Carl Zeiss Industrial Metrology, LLC
6250 Sycamore Lane North
55369 Maple Grove
U.S.A.

referred to hereinbelow as 'COMPANY 1'

and

Carl Zeiss Industrielle Messtechnik GmbH
Carl-Zeiss-Str. 22
73447 Oberkochen
Germany

referred to hereinbelow as 'COMPANY 2'

and

Drew SCHILTZ
16790 80th Place North
Maple Grove, MN
55311
U.S.A.

referred to hereinbelow as 'INVENTOR 1'

and

Ming LI
17353 75th Place North
Maple Grove, MN
55311
U.S.A.

referred to hereinbelow as 'INVENTOR 2'.

'INVENTOR 1', 'INVENTOR 2', 'COMPANY 1' and 'COMPANY 2' referred to jointly hereinbelow as the PARTIES.

Subject of the Agreement

'INVENTOR 1' and 'INVENTOR 2' are employed by 'COMPANY 1'. On April 20, 2018, 'INVENTOR 1' and 'INVENTOR 2' notified their employer 'COMPANY 1' of their employee invention entitled "MULTI-COLOR SURFACE INSPECTION SYSTEM, METHOD FOR INSPECTING A SURFACE, AND METHOD FOR CALIBRATING THE MULTI-COLOR SURFACE INSPECTION SYSTEM." 'COMPANY 1' gave this employee invention the file reference P23766WO for which international patent application no. PCT/US18/52749 was filed on September 25, 2018.

Object of the Agreement

'COMPANY 1' and 'INVENTOR 1' and 'INVENTOR 2' are prepared to assign all assignable rights to the invention – hereafter referred to as 'RIGHTS TO THE INVENTION' – , including any possible intellectual property rights (e.g., patents, utility models), and the right to claim priority, to 'COMPANY 2.'

'COMPANY 2' is prepared to accept the 'RIGHTS TO THE INVENTION.'

The present AGREEMENT documents the transfer of the 'RIGHTS TO THE INVENTION' where the transfer has already been carried out, executes the transfer of as yet unassigned 'RIGHTS TO THE INVENTION,' and, in the event of any 'RIGHTS TO THE INVENTION' vesting in the future, executes their transfer by way of advance disposition.

Transfer of rights from Inventor 1 and Inventor 2 to Company 1

'INVENTOR 1' and 'INVENTOR 2' hereby assign the 'RIGHTS TO THE INVENTION' to 'COMPANY 1' effective on July 30, 2018 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. 'COMPANY 1' hereby accepts the 'RIGHTS TO THE INVENTION.'

Transfer of rights from Company 1 to Company 2

'COMPANY 1' hereby assigns the 'RIGHTS TO THE INVENTION' to 'COMPANY 2' effective on July 30, 2018 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. 'COMPANY 2' hereby accepts the 'RIGHTS TO THE INVENTION.'

'COMPANY 1' agrees to assign and hereby assigns any improvements by 'INVENTOR 1' and/or 'INVENTOR 2' in their invention included in any subsequent applications to 'COMPANY 2' effective at the time of the disclosure by 'INVENTOR 1' and 'INVENTOR 2' to 'COMPANY 1' or 'COMPANY 2.'

Payment from Company 1 to Company 2

As there is no prospect of economic exploitation of the invention at the time this AGREEMENT is executed, 'COMPANY 2' pays 'COMPANY 1' a one-time lump-sum payment of ■■■■ multiplied by the proportional contribution of 'INVENTOR 1' and 'INVENTOR 2' plus value-added tax, which, according to legal commentaries on the German Employee Inventions Act, corresponds precisely to the value share belonging to 'INVENTOR 1' and 'INVENTOR 2', apportioned to the invention shares of 'COMPANY 1', of the average value of an unused invention of ■■■■ under the provision for remuneration payments in total of 'COMPANY 2' to 'COMPANY 1.'

The present AGREEMENT encompasses the entire agreement between the 'PARTIES.' 'COMPANY 2' has no payment obligations to 'INVENTOR 1' and 'INVENTOR 2' other than those set forth within the present AGREEMENT.

'COMPANY 2' hereby grants 'COMPANY 1' a right to use the invention, under conditions yet to be agreed upon, for uses outside the scope of activities of 'COMPANY 2' as set forth in its articles of association.

Saving clause

If further assignable rights associated with the invention other than the 'RIGHTS TO THE INVENTION' remain with 'INVENTOR 1' and/or 'INVENTOR 2' and/or 'COMPANY 1', then 'INVENTOR 1' and/or 'INVENTOR 2' and/or 'COMPANY 1' each agree to assign and hereby assign these further assignable rights associated with the invention to 'COMPANY 2' effective at the time these further assignable rights associated with the invention are attained by with 'INVENTOR 1' and/or 'INVENTOR 2' and/or 'COMPANY 1.'

If with 'INVENTOR 1' and/or 'INVENTOR 2' and/or 'COMPANY 1' attain further assignable rights associated with the invention that become assignable in the future, then with 'INVENTOR 1' and/or 'INVENTOR 2' and/or 'COMPANY 1' each agree to assign and hereby assign these further assignable rights associated with the invention to 'COMPANY 2' effective at the time these further assignable rights associated with the invention are attained by with 'INVENTOR 1' and/or 'INVENTOR 2' and/or 'COMPANY 1.'

'INVENTOR 1'

Maple Grove, MN, USA 10/18/2018
Place, Date

[Signature]
Signature

'INVENTOR 2'

Maple Grove, MN, USA 10/18/2018
Place, Date

[Signature]
Signature

'COMPANY 1'

Maple Grove, MN, USA 10/20/2018
Place, Date

[Signature]
Signature(s)

Michael Kirchner
Typed or printed name(s)

President
Title of person(s) signing

'COMPANY 2'

Oberkochen, Oct. 08, 2018
Place, Date

[Signatures]
Signature(s)

Peter Langheinrich Alexander Hohl
Typed or printed name(s)

Patent Counsel Patent Counsel
Title of person(s) signing