

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7784687

|   |  |
|---|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                                     |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                          |
| PERKINELMER TECHNOLOGIES GMBH & CO. KG  | 07/24/2017                                     |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | PERKINELMER CELLULAR TECHNOLOGIES GERMANY GMBH |
| <b>Street Address:</b>  | SCHNACKENBURGALLEE 114                         |
| <b>City:</b>  | HAMBURG  |
| <b>State/Country:</b>   | GERMANY  |
| <b>Postal Code:</b>   | 22525  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                                  |
| Patent Number:  | 6894776  |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  | (781)663-5968                                  |
| <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> |  |
| <b>Phone:</b>   | 7816635786                                     |
| <b>Email:</b>   | kevin.oliver@perkinelmer.com                   |
| <b>Correspondent Name:</b>  | PERKINELMER, INC.                              |
| <b>Address Line 1:</b>  | 940 WINTER STREET                              |
| <b>Address Line 2:</b>  | ATTN: KEVIN OLIVER                             |
| <b>Address Line 4:</b>  | WALTHAM, MASSACHUSETTS 02451                   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | POLARIS  |
| <b>NAME OF SUBMITTER:</b>   | KEVIN A. OLIVER                                |
| <b>SIGNATURE:</b>   | /Kevin A. Oliver/                              |
| <b>DATE SIGNED:</b>   | 02/07/2023                                     |
| <b>Total Attachments: 9</b>   |  |
| source=Polaris - Letter legal succession KG#page1.tif   |  |
| source=Polaris - Letter legal succession KG#page2.tif   |  |
| source=Annex 1 Register Excerpt English#page1.tif   |  |
| source=Annex 1 Register Excerpt English#page2.tif   |  |
| source=Annex 1 Register Excerpt English#page3.tif   |  |

source=Annex 2 Limited partnership interest sale and transfer agreement#page1.tif

source=Annex 2 Limited partnership interest sale and transfer agreement#page2.tif

source=Annex 2 Limited partnership interest sale and transfer agreement#page3.tif

source=Annex 2 Limited partnership interest sale and transfer agreement#page4.tif

**PATENT**

**REEL: 062619 FRAME: 0273**

PerkinElmer, Inc.  
Mr. Kevin A. Oliver  
940 Winter Street  
Waltham, MA 02451  
USA

Lutz Angerer  
Partner  
lutz.angerer@hoganlovells.com

Our ref 1007298 4124-4431-8020 v4  
Our matter 1F3453.000947

February 7, 2023

**Executive Summary:** U.S. Patent 6,894,776 B2 was legally transferred by operation of German law from PerkinElmer Technologies GmbH & Co. KG to PerkinElmer Cellular Technologies Germany GmbH, with registered business address at Schnackenburgallee 114, 22525 Hamburg, Germany, as a direct result of the dissolution of PerkinElmer Technologies GmbH & Co. KG on July 24, 2017.

**RE: US Patent no. US 6,894,776 B2**

Dear Kevin,

We refer to the US patent US 6,894,776 B2 published by U.S. Patent and Trademark Office ("PTO") on May 17, 2005 ("Patent"). According to the current registration in the assignments database of the PTO, this Patent is registered in the name of PerkinElmer Technologies GmbH & Co. KG, a now-dissolved limited liability partnership under German law, formerly registered in the commercial register of the local court of Wiesbaden, Germany, under HRA 5064, ("Partnership").

As the Partnership has been dissolved in 2017, you requested us to advise who is now the owner of the Patent following the dissolution in 2017.

At the time of its dissolution, PerkinElmer Technologies GmbH & Co. KG had two partners, i.e.,

- (a) PerkinElmer Cellular Technologies Germany GmbH, registered in the commercial register of the local court of Hamburg under HRB 101440, with registered business address at Schnackenburgallee 114, 22525 Hamburg, Germany, as the Partnership's sole general partner ("**General Partner**") and
- (b) PerkinElmer Automotive Research Inc., San Antonio, Texas, USA, as the Partnership's sole limited partner ("**Limited Partner**").

Hogan Lovells international LLP is a limited liability partnership registered in England and Wales with registered number OC328699. Registered office and principal place of business: Atlantic House, Holborn Viaduct, London EC1A 2FG. The Munich branch office is registered with Amtsgericht München under number PR 1732. Liability regime: Hogan Lovells international LLP pursuant to the laws of England and Wales has legal personality separate from that of its members. Members are not liable for the LLP's obligations.

"Hogan Lovells" is an international legal practice that includes Hogan Lovells International LLP and Hogan Lovells US LLP, with offices in: Alicante, Amsterdam, Baltimore, Beijing, Birmingham, Boston, Brussels, Colorado Springs, Denver, Dubai, Dublin, Düsseldorf, Frankfurt, Hamburg, Hanoi, Ho Chi Minh City, Hong Kong, Houston, Johannesburg, London, Los Angeles, Luxembourg, Madrid, Mexico City, Miami, Milan, Minneapolis, Monterrey, Munich, New York, Northern Virginia, Paris, Philadelphia, Rome, San Francisco, São Paulo, Shanghai, Silicon Valley, Singapore, Sydney, Tokyo, Warsaw, Washington, D.C. Associated Offices: Budapest, Jakarta, Riyadh, Shanghai FTZ, Ulaanbaatar. Business Services Centers: Johannesburg, Louisville. Legal Services Center: Berlin.

The word "partner" is used to describe a partner or member of Hogan Lovells international LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells international LLP, do not hold qualifications equivalent to members. A list of the members of Hogan Lovells international LLP is open to inspection. Hogan Lovells, the partners and their qualifications, see www.hoganlovells.com.

**PATENT**

**REEL: 062619 FRAME: 0274**

This participation is apparent from the commercial register excerpt from the local court of Wiesbaden under HRA 5064 ("**Register Excerpt**"; cf. row 8 column 3 lit. b) regarding the General Partner and row 1 column 5 lit. c) regarding the Limited Partner; copy with English translation attached as **Annex 1**).<sup>1</sup>

Based on a limited partnership interest sale and transfer agreement dated July 20, 2017 (copy attached as **Annex 2**) the sole Limited Partner transferred its limited partnership interest in the Partnership to the sole General Partner with effect as of July 24, 2017 ("**Transfer**").

As a direct consequence of such Transfer the Partnership lost its second partner with only the General Partner left. Where a German partnership has only one partner (as here, by the Transfer of the Limited Partner's interest to the General Partner), by automatic operation of German law, the sole partner (i.e., here, the General Partner) assumes all liabilities and acquires all assets of the respective partnership (here, of the Partnership i.e., PerkinElmer Technologies GmbH & Co. KG), including the Patent. The Partnership is automatically terminated under German law and deleted in the commercial register (as reflected in the Register Excerpt; cf. row 10 column 5 lit. b) and c)).

If the Partnership (i.e., PerkinElmer Technologies GmbH & Co. KG), at its dissolution, was the owner of the Patent (as is reflected in the current assignments database of the PTO), the Patent was then legally transferred by operation of German law to PerkinElmer Cellular Technologies Germany GmbH, as sole remaining partner of the Partnership, on July 24, 2017.

According to German law and based on the understanding above, the Patent is thus now owned by PerkinElmer Cellular Technologies Germany GmbH, registered in the commercial register of the local court of Hamburg under HRB 101440, with registered business address at Schnackenburgallee 114, 22525 Hamburg, Germany.

Yours sincerely



Lutz Angerer  
Partner

---

<sup>1</sup> The commercial register is kept by the respective local court for each company and partnership. If a fact entered in the Register Excerpt of the Partnership is underlined in red, such entry has been deleted in the commercial register during the period of the Partnership's registration. The respective deletion date is indicated in each case in column six of the Register Excerpt. Statements that are not underlined have remained registered in the commercial register until the Partnership's removal from the commercial register (i.e., here, due to the dissolution).

| Number of the registration | a) Name of the company<br>b) Seat, establishment, domestic business address, branch<br>c) Subject of the company                               | a) General representation regulation<br>b) Owner, general partners, managing directors, management, authorised representatives and special powers of representation | Proxy  | a) Legal form, begin and articles of association<br>b) Other legal relationships<br>c) Limited partners, members  | a) Registration date<br>b) remarks  |
|----------------------------|--|---|--|---|---|
| 1                          | 2  | 3   | 4  | 5   | 6   |
| 1                          | a) PerkinElmer Optoelectronics GmbH & Co. KG<br>b) Wiesbaden   | a) Each general partner represents individually.<br>b) General partner: PerkinElmer Holding GmbH, Rodgau (Local Court of Offenbach am Main, HRB 23352)              | Joint proxy together with a general partner or another proxy holder<br>Ringelstein, Udo, Loich, *03.05.1944  | a) Limited partnership<br>Begin: 07.08.2001<br>c) Limited partner(s):<br>PerkinElmer Instruments GmbH, Rodgau (Local Court of Offenbach am Main, HRB 23352).<br>Capital contribution: 3.840.000,00 DEM<br>PerkinElmer Automotive Research Inc., San Antonio, Texas, USA<br>Capital contribution: 1.942.500,00 DEM | a) 05.05.2003<br>Kurz<br>b) This sheet has been computerised for continuation and has replaced the previous register sheet. |
| 2                          |  |   | Proxy lapsed:<br>Ringelstein, Udo, Loich, *03.05.1944<br>Joint proxy together with a general partner or another proxy holder:<br>Griebert, Thomas, Sprendlingen, *08.01.1967 |   | a) 19.08.2004<br>Meckel<br>b) Application sheet 30 et seq.<br>Special edition   |
| 3                          |  |   | Joint proxy together with a general partner or another proxy holder:<br>Schmmeischulze, Dirk, Überherrn, *14.12.1967   | c) The company name has changed, now: PerkinElmer LAS (Germany) GmbH, Rodgau (Local Court of Offenbach am Main, HRB 23353), capital contribution: 3.840.000,00 DEM<br>b) The company name has changed.  | a) 24.07.2008<br>b) Case 11   |
| 4                          | a) Company name changed, now: PerkinElmer Technologies GmbH & Co. KG<br>b) Registered business address: Wenzel-Jaksch-Str. 31, 65199 Wiesbaden |   |  |   | a) 15.09.2009<br>Rothé<br>b) Case 12  |
| 5                          |  |   | Proxy lapsed:<br>Griebert, Thomas, Sprendlingen, *08.01.1967   |   | a) 20.09.2010<br>Rothé  |

PATENT

REEL: 062619 FRAME: 0276

| Number of the registration | a) Name of the company<br>b) Seat, establishment, domestic business address, branch<br>c) Subject of the company | a) General representation regulation<br>b) Owner, general partners, managing directors, management, authorised representatives and special powers of representation   | Proxy  | a) Legal form, begin and articles of association<br>b) Other legal relationships<br>c) Limited partners, members  | a) Registration date<br>b) Remarks                           |
|----------------------------|--|---|--|---|--|
| 1                          | 2  | 3   | 4  | 5   | 6  |
| 6                          | b)<br>Walluf<br>Changed, now:<br>Business address:<br>Rehbach 22, 65396 Walluf                                   |   |  | b)<br>The seat was changed to Walluf.   | b)<br>Case 13<br>a)<br>17.03.2011<br>Träder<br>b)<br>Case 14 |
| 7                          |  |   |  | c)<br>Resigned by way of special legal succession limited partner:<br>PerkinElmer LAS (Germany) GmbH, Rodgau (Local Court of Offenbach am Main HRB 23333).<br>Entered as limited partner by way of special succession to PerkinElmer LAS (Germany) GmbH:<br>PerkinElmer Cellular Technologies Germany GmbH, Hamburg (Local Court of Hamburg HRB 101440), capital contribution: 3.840.000,00 DEM | a)<br>12.02.2013<br>Rothe<br>b)<br>Case 15                   |
| 8                          |  | b)<br>Previous limited partner entered after merger as:<br>General partner:<br>PerkinElmer Cellular Technologies Germany GmbH, Hamburg (Local Court of Hamburg HRB 101440)<br>Resigned after merger of PerkinElmer Holding GmbH into PerkinElmer Cellular Technologies Germany GmbH Hamburg, as General Partner:<br>PerkinElmer Holding GmbH, Rodgau (Local Court of Offenbach am Main HRB 23352) |  | c)<br>Resigned as limited partner:<br>PerkinElmer Cellular Technologies Germany GmbH, Hamburg (Local Court of Hamburg HRB 101440)   | a)<br>31.10.2013<br>Rothe<br>b)<br>Case 16                   |
| 9                          |  |   | Proxy lapsed:<br>Schimmelschulze, Dirk,<br>Überherrn, *14.12.1967. |   | a)<br>22.06.2017<br>Rothe                                    |

PATENT

REEL: 062619 FRAME: 0277

| Number of the registration | a) Name of the company<br>b) Seat, establishment, domestic business address, branch<br>c) Subject of the company | a) General representation regulation<br>b) Owner, general partners, managing directors, management, Authorised representatives and special powers of representation | Proxy | a) Legal form, begin and articles of association<br>b) Other legal relationships<br>c) Limited partners, members  | a) Registration date<br>b) remarks     |
|----------------------------|--|---|-------|---|--|
| 1                          | 2  | 3   | 4     | 5   | 6                                      |
| 10                         |  |   |       | b) The company is dissolved. The company has ceased to exist without liquidation as a result of collapsing into the general partner.<br>c) Resigned as limited partner:<br>PerkinElmer Automotive Research Inc., San Antonio Texas, USA/USA – United States | a) 07.08.2017<br>Gorsler<br>b) Case 19 |

## Limited partnership interest sale and transfer agreement

between

1. PerkinElmer Automotive Research, Inc., 940 Winter Street, Waltham, MA 02451, United States of America

– "Seller" –

AND

2. PerkinElmer Cellular Technologies Germany GmbH, Schnackenburgallee 114, 22525 Hamburg, registered in the commercial register of the Local Court of Hamburg under HRB 101440

– "Buyer" –

Seller and Buyer hereinafter also collectively referred to as "Parties" and individually as "Party"

### PREAMBLE

- (A) Buyer is the sole general partner and Seller is the sole limited partner of PerkinElmer Technologies GmbH & Co. KG with its seat in Walluf, business address Rehbach 22, 65396 Walluf, registered in the commercial register of the Local Court of Wiesbaden under HRA 5064 ("PKI KG").
- (B) The fixed capital (*Festkapital*) of PKI KG amounts to EUR [REDACTED] and is allocated to Buyer and Seller as follows:

Buyer: EUR [REDACTED]  
Seller: EUR [REDACTED]

The limited partnership interest (*Kommanditanteil*) of Seller in PKI KG, for which a liability amount (*Haftsumme*) of DEM 1,942,500.00 (in words: one million nine-hundred forty-two thousand five-hundred Deutsche Mark) is registered in the commercial register, is referred to as "LPI".

- (C) Pursuant to Section 6 of the limited partnership agreement of PKI KG dated 17 October 2013 (in the form of the clarifying partners' resolution of 2 December 2013) the following accounts are maintained for each partner of PKI KG (collectively "Partner Accounts"):
  - Fixed Capital Account
  - Reserve Account I (variable capital account)
  - Reserve Account II (variable capital account)
  - Reserve Account III (variable capital account)



- (D) The Parties wish to terminate the separate existence of PKI KG by having Seller transfer the LPI to Buyer.
- (E) Buyer and Seller have resolved by partners' resolution ("Partners' Resolution") on the withdrawal (*Entnahme*) of an amount of EUR [REDACTED] Euros) from PKI KG to the benefit of Seller ("Withdrawal"). The Withdrawal will be effected on July 21, 2017 by way of a payment of cash funds by PKI KG to Seller.
- (F) Effective as of July 24, 2017 ("Effective Date") Seller intends to sell and transfer the LPI to Buyer and Buyer intends to purchase and acquire the LPI pursuant to the terms of this agreement ("Agreement").

NOW THEREFORE, the Parties agree as follows:

1. SALE AND TRANSFER OF THE LPI

- 1.1 Effective as of the Effective Date, Seller hereby sells the LPI to Buyer which hereby accepts such sale.
- 1.2 Effective as of the Effective Date, Seller hereby transfers the LPI to Buyer which hereby accepts such transfer.
- 1.3 The sale and transfer of the LPI include the sale and assignment (and the purchase and assumption by Buyer, respectively) of the aggregate credit balance or debit balance on each Partner Account maintained for Seller after the Withdrawal and all further rights and obligations associated with the LPI.

2. PURCHASE PRICE; PURCHASE PRICE ADJUSTMENT

- 2.1 The purchase price to be paid by Buyer to Seller for the sale of the LPI amounts to EUR [REDACTED] ("Purchase Price"). The Parties agree that it is their intention that the Purchase Price reflects the net asset value of the LPI on the Effective Date after the Withdrawal. The Purchase Price shall be paid on or before July 31, 2017 by wire transfer of immediately available funds to a bank account indicated by Seller to Buyer ("Seller Bank Account").
- 2.2 The Parties have calculated the Purchase Price by deducting the amount of the Withdrawal from the net asset value of PKI KG as set out in the draft of the annual accounts of PKI KG as of 31 December 2016 updated through 30 June 2017. The Parties agree that once the final net asset value of PKI KG as of the Effective Date will be available, the Purchase Price will be adjusted, if necessary, to reflect the final net asset value of the LPI as of the Effective Date ("Adjusted Purchase Price"). At such time, if the Adjusted Purchase Price is greater than the Purchase Price, Buyer shall transfer an amount equal to the difference between the Adjusted Purchase Price and the Purchase Price by wire transfer of immediately available funds to the Seller Bank Account, if the Adjusted Purchase Price is less than the Purchase Price, Seller shall transfer an amount equal to the difference between the Adjusted Purchase Price and the Purchase Price by wire transfer of immediately available funds to a bank account indicated by Buyer to Seller.

3. FURTHER OBLIGATIONS OF THE PARTIES

The Parties will ensure that all required registrations with the commercial register for PKI KG in relation to the transfer of the LPI pursuant to this Agreement will occur without un-

due delay by providing all necessary support for the filing of an appropriate application to the commercial register.

4. REPRESENTATIONS AND WARRANTIES

4.1 Seller hereby represents and warrants to Buyer in the form of an independent guarantee regardless of any fault or negligence (*selbstständige verschuldensunabhängige Garantie*) under Section 311 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*) that the following statements are correct as of the date of this Agreement:

- (a) Seller is the sole and unrestricted owner of the LPI and has unrestricted power and authority to dispose of the LPI;
- (b) The LPI is free and clear of any liens, encumbrances or other rights of third parties, there are no pre-emptive rights, rights of first refusal, options or other rights of any third party to purchase or acquire the LPI and there are no shareholder agreements, trust agreements, sub-participations or similar agreements regarding the LPI;
- (c) The limited partner's contribution on the LPI has been fully made by Seller and not been repaid.

4.2 Should one or more guarantees in Section 4.1 be incorrect in whole or in part, Buyer is entitled to claim damages in cash from Seller. All other claims of Buyer because of a breach of the guarantees in Section 4.1 are excluded to the maximum extent permitted by law.

5. GOVERNING LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany, excluding the United Nations Convention on the International Sale of Goods (CISG), without regard to the conflicts of laws provisions thereof.

6. MISCELLANEOUS

6.1 Each Party shall bear its own expenses incurred in connection with the preparation, execution, negotiation and performance of this Agreement. In particular the costs and fees of its own advisors.

6.2 No Party may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of the other Party.

6.3 This Agreement constitutes the full understanding of the Parties and the complete and exclusive statements of the terms and conditions of the Parties' agreements relating to the subject matter hereof and supersedes any prior agreements and understandings, whether written or oral, that may exist between the Parties with respect to the subject matter of this Agreement or parts thereof. Side agreements to this Agreement do not exist.


6.4 Should individual provisions of this Agreement be or become invalid or unenforceable or should this Agreement contain gaps, this shall not affect the validity of the remaining provisions of this Agreement. In place of the invalid, unenforceable or missing provision, the Parties shall agree such valid provision which the Parties would reasonably have agreed, had they been aware at the conclusion of this Agreement that the relevant provision was invalid, unenforceable or missing.

\*\*\*\*\*

- 6.5 Any changes or amendments to this Agreement require written form unless a stricter form is required by law. This also applies to this written form-clause.

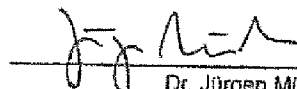
PerkinElmer Automotive Research, Inc.

Waltham, MA, USA 20 July 2017  
Place and date

  
Drew C. Adams  
Vice President

PerkinElmer Cellular Technologies Germany GmbH

Hamburg, 20 July 2017  
Place and date

  
Dr. Jürgen Müller  
Managing director