## 508677413 07/30/2024

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	03/02/2023	

### **CONVEYING PARTY DATA**

Name	Execution Date
Eppendorf SE	07/11/2024

### **RECEIVING PARTY DATA**

Company Name:	Calibre Scientific GmbH	
Street Address:	Landwehr 2	
City:	Hamburg	
State/Country:	GERMANY	
Postal Code:	22087	

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	
Application Number:	13938146	
Application Number:	13938148	
Application Number:	14428610	
Application Number:	12972075	
Application Number:	14127151	
Application Number:	13510265	

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 6123860565

**Email:** karrie@siepmannip.com,siepmann@siepmannip.com

Correspondent Name: Karrie Weaver

**Address Line 1:** 8837 Eagle Rock Lane

Address Line 4: Springfield, VIRGINIA 22153

ATTORNEY DOCKET NUMBER:	4000-0071X
NAME OF SUBMITTER:	Karrie Weaver
SIGNATURE:	Karrie Weaver
DATE SIGNED:	07/30/2024

PATENT REEL: 068117 FRAME: 0501

## **Total Attachments: 5**

source=Confirmatory Patent Assignment; ESE to Calibre#page1.tiff source=Confirmatory Patent Assignment; ESE to Calibre#page2.tiff source=Confirmatory Patent Assignment; ESE to Calibre#page3.tiff source=Confirmatory Patent Assignment; ESE to Calibre#page4.tiff source=Confirmatory Patent Assignment; ESE to Calibre#page5.tiff

> PATENT REEL: 068117 FRAME: 0502

## **CONFIRMATORY PATENT ASSIGNMENT**

This Confirmatory Patent Assignment ("Assignment") is made and entered into as of 02 March 2023 (the "Effective Date"), by and between Eppendorf SE, a European stock corporation (SE) registered with the commercial register of the local court of Hamburg, Germany and having its business address at Barkhausenweg 1, 22339 Hamburg, Germany (hereafter, "Eppendorf"), and Calibre Scientific GmbH, a limited liability company registered with the commercial register of the local court of Hamburg, Germany and having its business address at Landwehr 2, 22087 Hamburg, Germany (hereafter, "Calibre Scientific"). Eppendorf and Calibre Scientific may be referred to collectively herein as the "Parties."

WHEREAS the Parties entered into an Agreement for the sale and purchase of assets of Eppendorf's CellTech business dated 02 March 2023 (the "Asset Purchase Agreement"), whereby Eppendorf transferred, among other things, the Patent Rights listed in Schedule A to Calibre Scientific, and agreed – to the extent required under applicable laws - to execute and deliver separate confirmatory assignment documentation. This Assignment is intended for recording with the United States Patent and Trademark Office; and

WHEREAS the Parties wish to confirm the assignment of the Patent Rights listed in Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Eppendorf hereby confirms that it has irrevocably sold, conveyed, transferred, assigned, and delivered unto said Calibre Scientific, and Calibre Scientific acquired, and accepted from Eppendorf, all of Eppendorf's right, title, and interest in, to, and under the following (the "Assigned Patent Rights"):

- 1. the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
- 2. all rights of any kind whatsoever of Eppendorf accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- 3. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

PATENT REEL: 068117 FRAME: 0503 4. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Eppendorf further agrees to cooperate with Calibre Scientific hereunder in the sustaining of any and all the Patents, but at the expense of Calibre Scientific.

The U.S. Commissioner of Patents is hereby authorized and requested to record the assignment of such patents to Calibre Scientific in accordance with this Assignment

For said consideration, Eppendorf hereby agrees, upon the request and at the expense of Calibre Scientific, to execute any documents supporting any reissue, extension, re-examination, or renewal of any Letters Patent, and in the event of any Letters Patent assigned herein becoming involved in an interference or enforcement litigation, to cooperate to the best of the ability of the undersigned in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof.

This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Eppendorf and Calibre Scientific with respect to the Assigned Patent Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

in withe55 whereor, I have hereunto set my	nand the11 <sup>th</sup> day of July, 2024.			
na. July	l dol			
Eppendorf SE	Eppendorf SE			
Name: Hans-Christian Stuff	Name: Dr. Catharina Lodemann			
Title: Chief Financial Officer	Title: authorized signatory			
Address for Notice:	Address for Notice:			
Eppendorf SE Barkhausenweg 1 22331 Hamburg, Germany	Eppendorf SE Barkhausenweg 1 22331 Hamburg, Germany			
On this11 <sup>th</sup> day of kune, 2024 before me, a Notary Public, within and for the County of, State ofHamburg, personally				
appeared Mr. Stuff and Dr. Lodemann, to me known to be the person				
described in and who executed the foregoing as	ssignment and acknowledged that he/she executed			
same as his/her free act and deed.				
IN TESTIMONY WHEREOF, I have he above written.	ereunto set my hand and seal the date and year last			
My Commission Expires: 30.06.2042	Dr. Jens Brambring Notary Public			

# Schedule A

# Patent Rights

Title	Application Number	Patent Number	Issue Date (mm/dd/yyyy)
Dual Input Zone Force Feeback With Spring-Mounted Sliding Guide Element Electrically Controlling a Micropositioning Apparatus	13/938,146	US 10086376 B2	10/02/2018
Holding Device	13/938,148	US 9644763 B2	05/09/2017
Articulated Apparatus, Micromanipulator Arrangement Having said Articulated Apparatus and Method for Utilizing Same	14/428,610	US 10071486 B2	9/11/2018
Apparatus and Method for Generating a Tool Motion	12/972,075	US 10723991 B2	07/28/2020
Actuator Apparatus with Control Device	14/127,151	US 10031493 B2	07/24/2018
System and Method for Generating a Tool Motion	13/510,265	US 9422520 B2	08/23/2016

4888-8333-7166, v. 1

## <u>Directory of documents No. 1796/2024</u> /Wil - act 91/083

I, Dr. Jens **Brambring**, notary public in and for the City of Hamburg with my office at Langenstücken 36, 22393 Hamburg, hereby certify, that the above are the true signatures, subscribed in my presence of

- 1) Mr. Hans-Christian **Stuff**, born on February 20, 1976 in Hamburg, business address: Barkhausenweg 1, 22339 Hamburg, personally known to me,
- 2) Dr. <u>Catharina</u> Angelica L o d e m a n n, born on February 11, 1977 in Kiel, business address: Barkhausenweg 1, 22339 Hamburg, personally known to me,

both acting on behalf of

Eppendorf SE,

address: Barkhausenweg 1, 22339 Hamburg.

Hamburg, July 11, 2024

RECORDED: 07/30/2024

Dr. Jens Brambring notary public

PATENT REEL: 068117 FRAME: 0507

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