

185

SEÑORES

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

DIVISIÓN DE NUEVAS CREACIONES

E. _____ S. _____

SUPERINTENDENCIA Y COMERCIO
Radicación : 05091349 000000002 Folios: 00
Fecha (FMD): 2005-11-09 10:26:50
Tramite : 011 PLI-PAIEN 379 FASE NOL 444 RESPUESTA
Dependencia: 2020 DIVISION DE NUEVAS CREACIONES

Ref.: Expediente N°. 05-091.349

Solicitud de Patente de Invención Titulada: "CONFIGURACION DE DISPENSADOR DE EFECTIVO DE MAQUINA AUTOMATIZADA DE BANCA"

Solicitante: DIEBOLD, INCORPORATED

RESPUESTA AL OFICIO N°. 9503 NOTIFICADO
POR FIJACION EN LISTA No. 407, DE FECHA 14 DE OCTUBRE DE 2005,
(EXAMEN DE FORMA)

CARLOS R. OLARTE, mayor de edad y vecino de Bogotá, identificado tal como aparece al pie de mi firma, en mi carácter de apoderado de la sociedad solicitante, me permito manifestar lo siguiente ante el auto emanado de ese Despacho, dentro del plazo legal previsto en el artículo 39 de la Decisión 486, en los siguientes términos:

1. En respuesta a la primera observación del Examinador, me permito aportar junto al presente memorial los dibujos correspondientes a la solicitud de patente en referencia.
2. En respuesta a la segunda observación del Examinador, me permito adjuntar copia del Reporte del Examen Preliminar Internacional, tal como fue emitido por la autoridad Internacional de Examen Preliminar, el cual, valga aclarar, no contiene anexos.

9
186

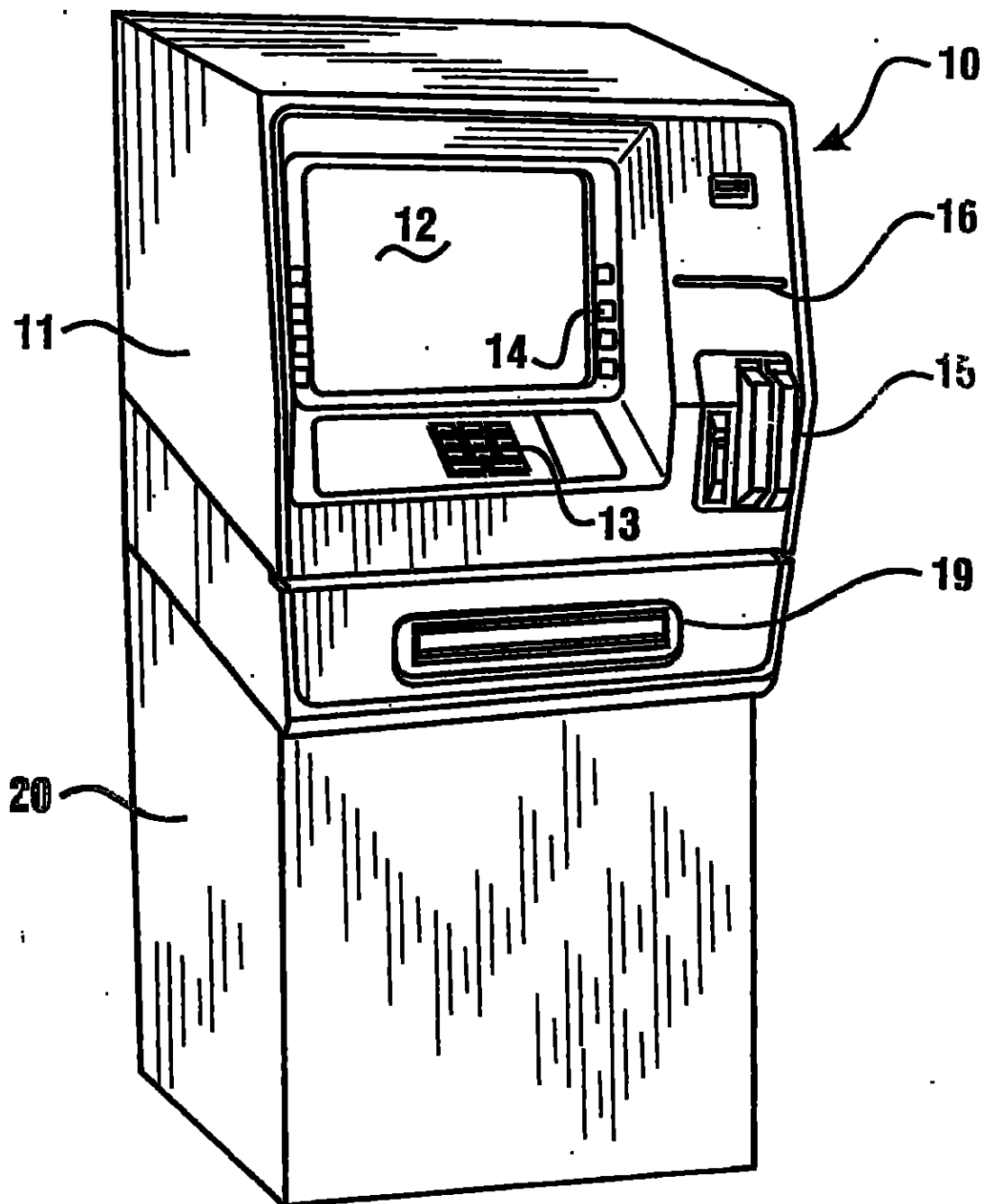
3. En respuesta a la tercera observación del Examinador, me permito aportar junto al presente memorial, el documento de cesión debidamente legalizado, junto con su correspondiente traducción, según lo previsto en el Art. 26- k de la Decisión 486.

Atentamente,



CARLOS R. OLARTE
C.C. No . 79.782.747 de Bogotá
T.P. 74.295

Anexo: Dibujos
 Examen Preliminar Internacional
 Documento de Cesión.

3
187**FIG. 1**

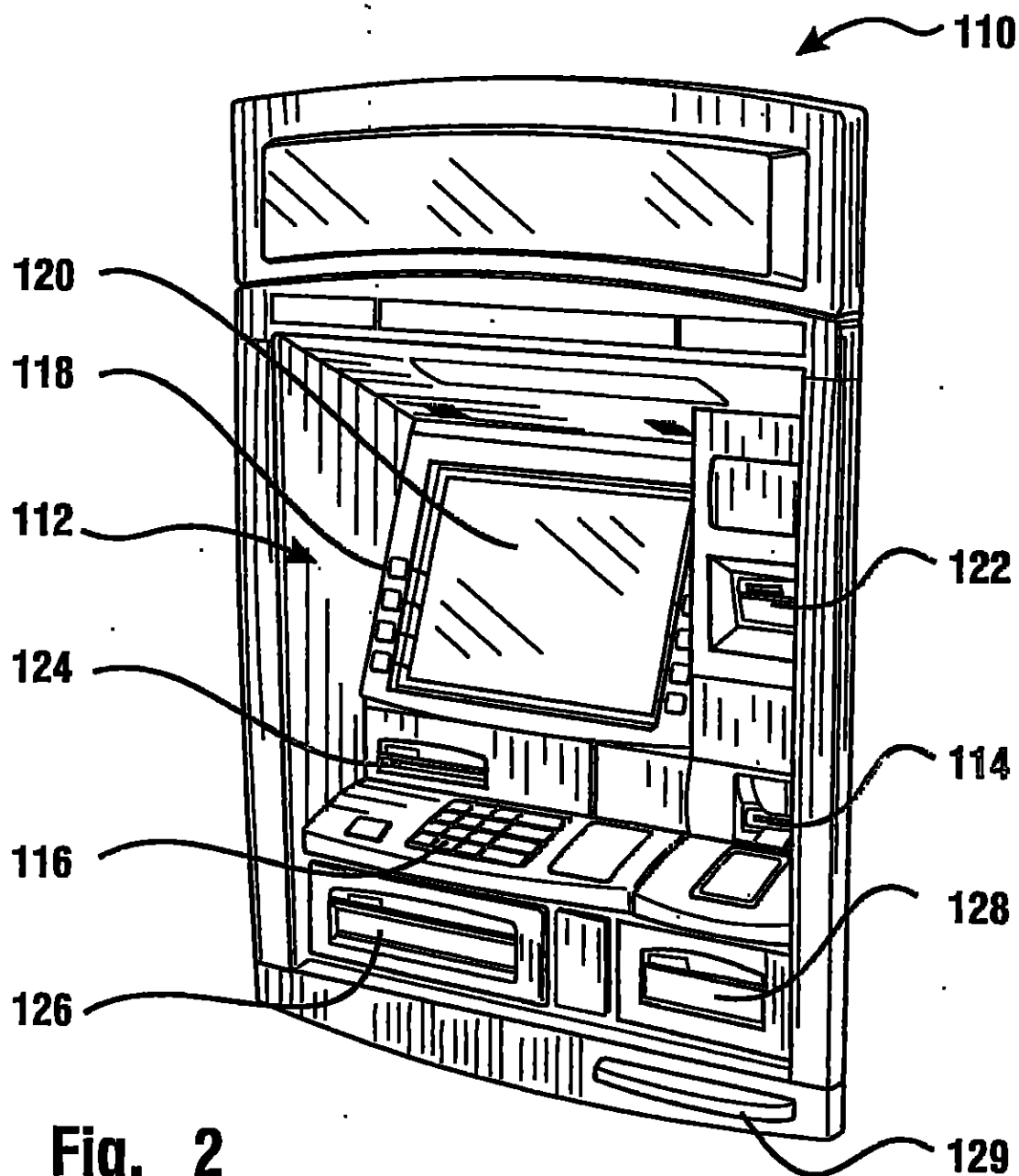
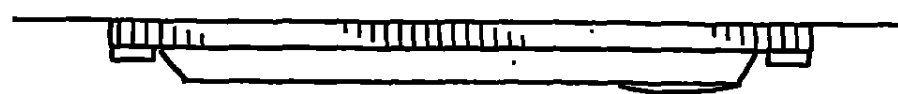
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Fig. 2

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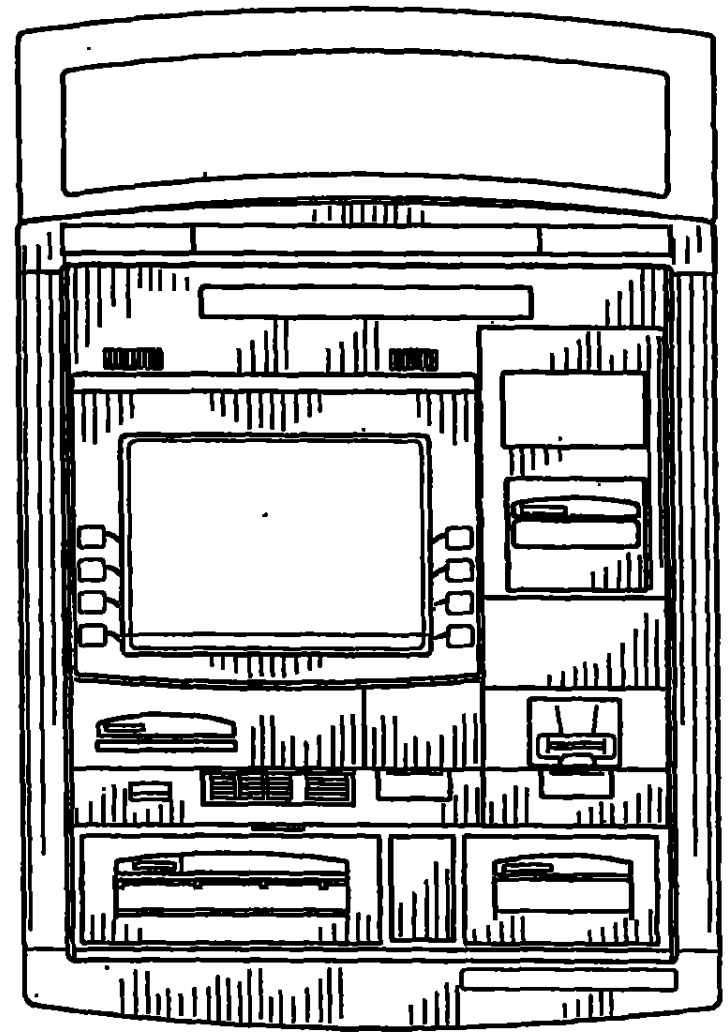
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Fig. 4



↖ 110

Fig. 5

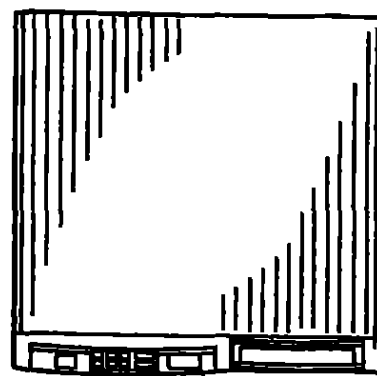


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Fig. 3

8
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130 →
Fig. 7



130 →

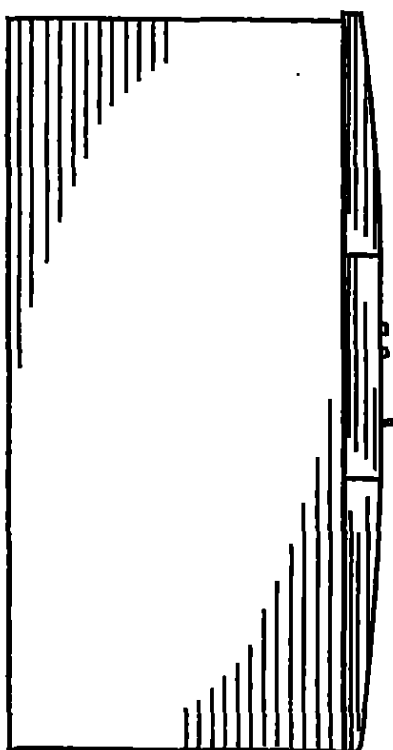


Fig. 8

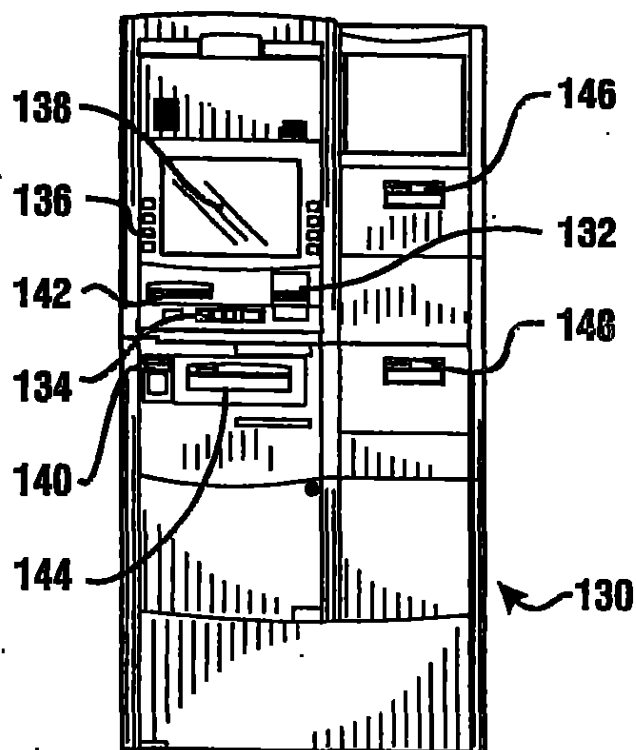


Fig. 6

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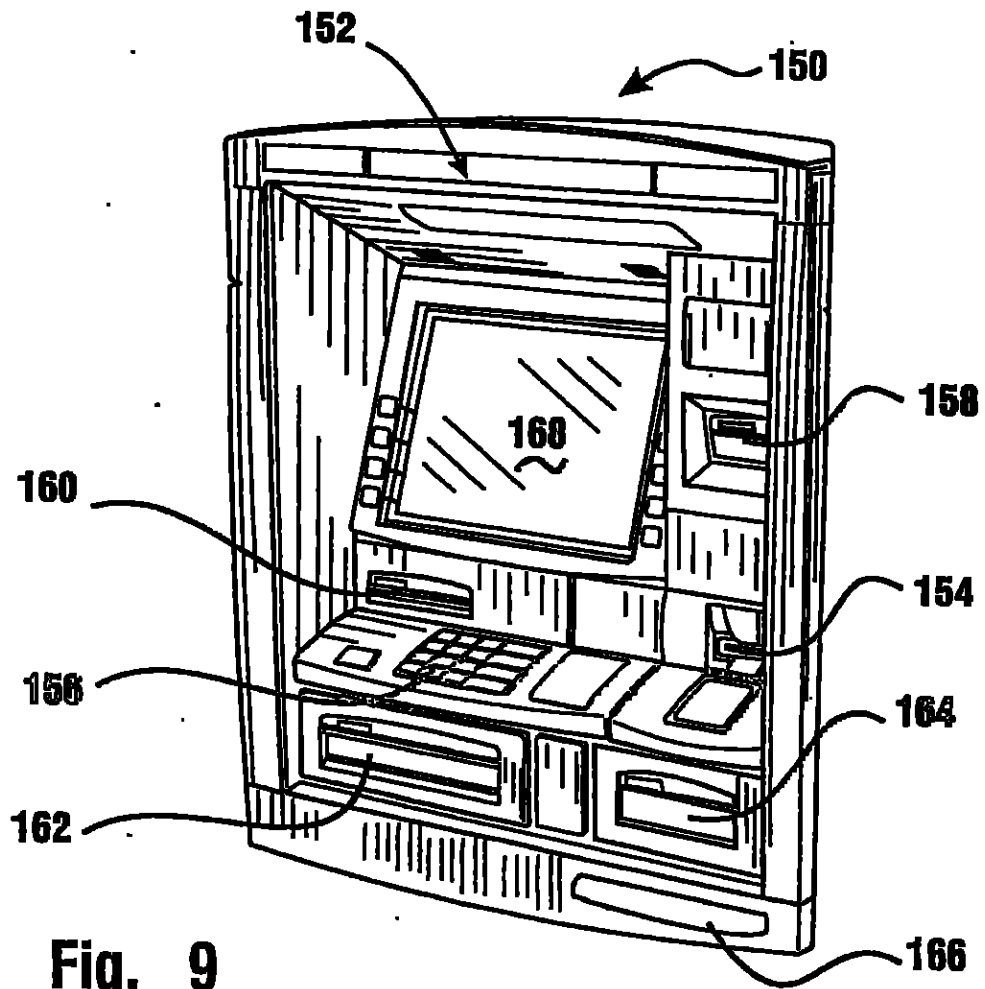


Fig. 9

8
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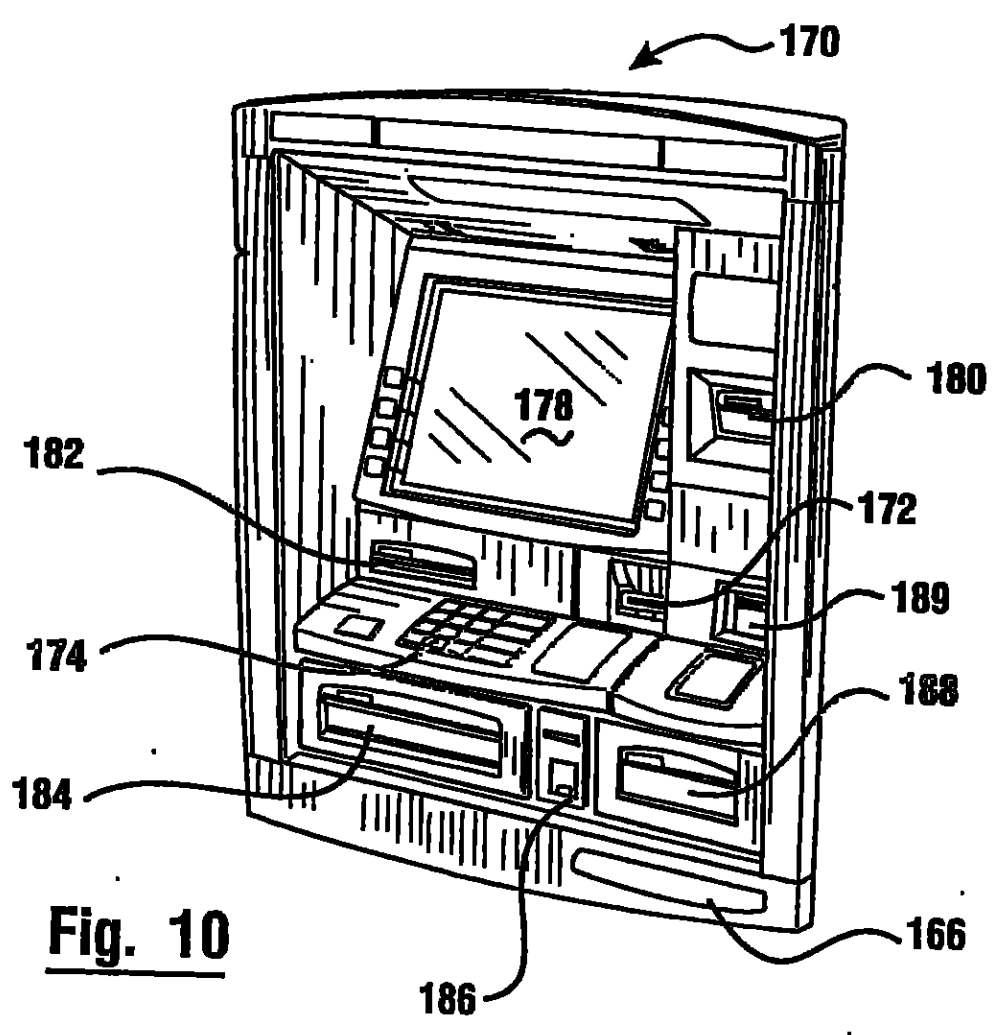


Fig. 10

A
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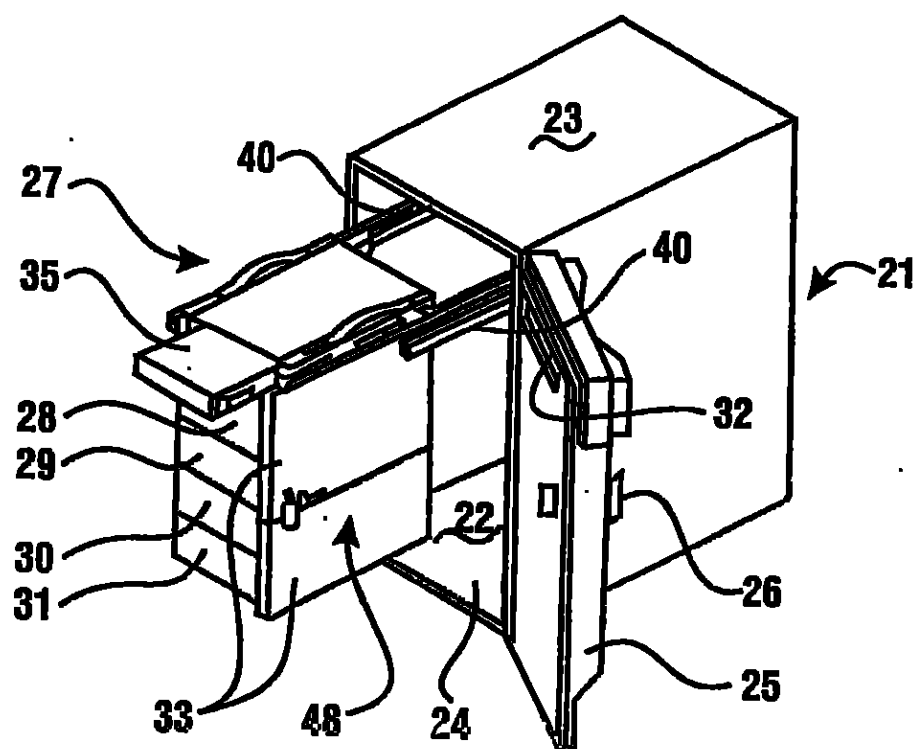


FIG. 11

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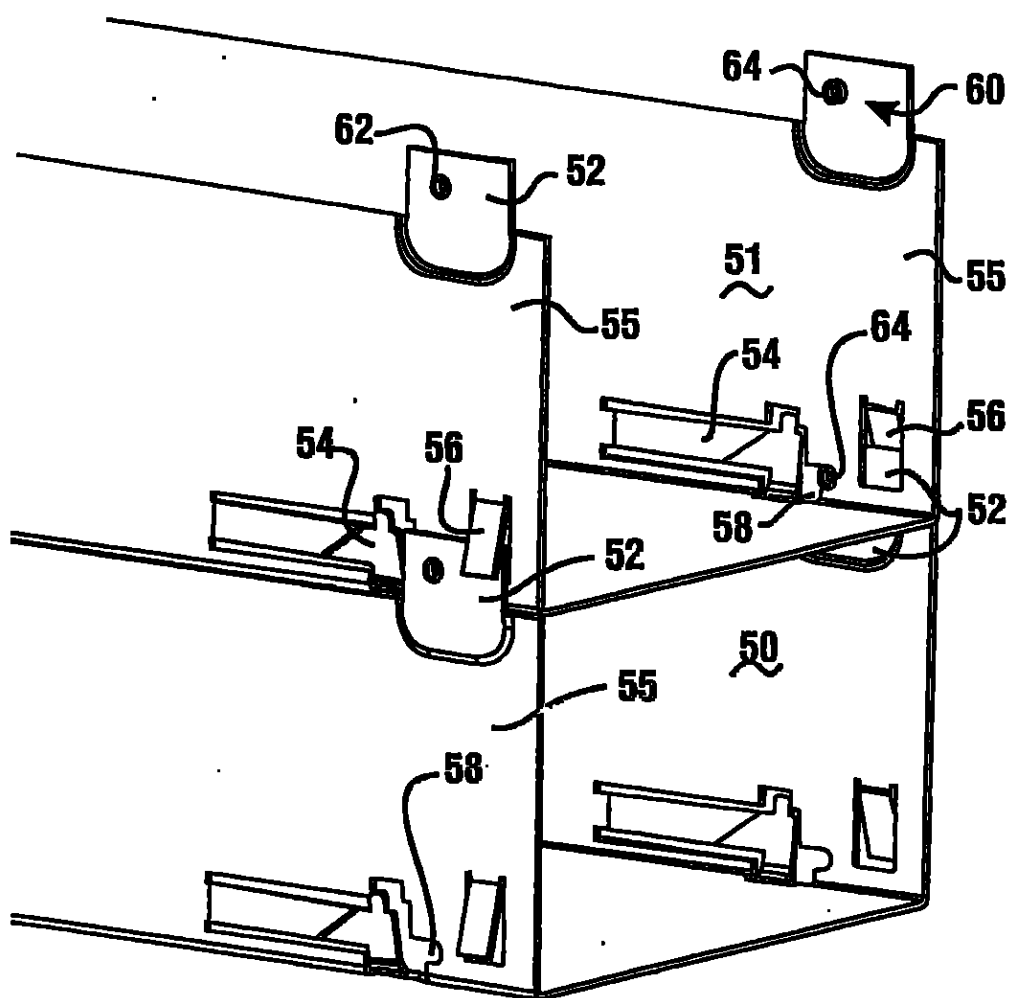
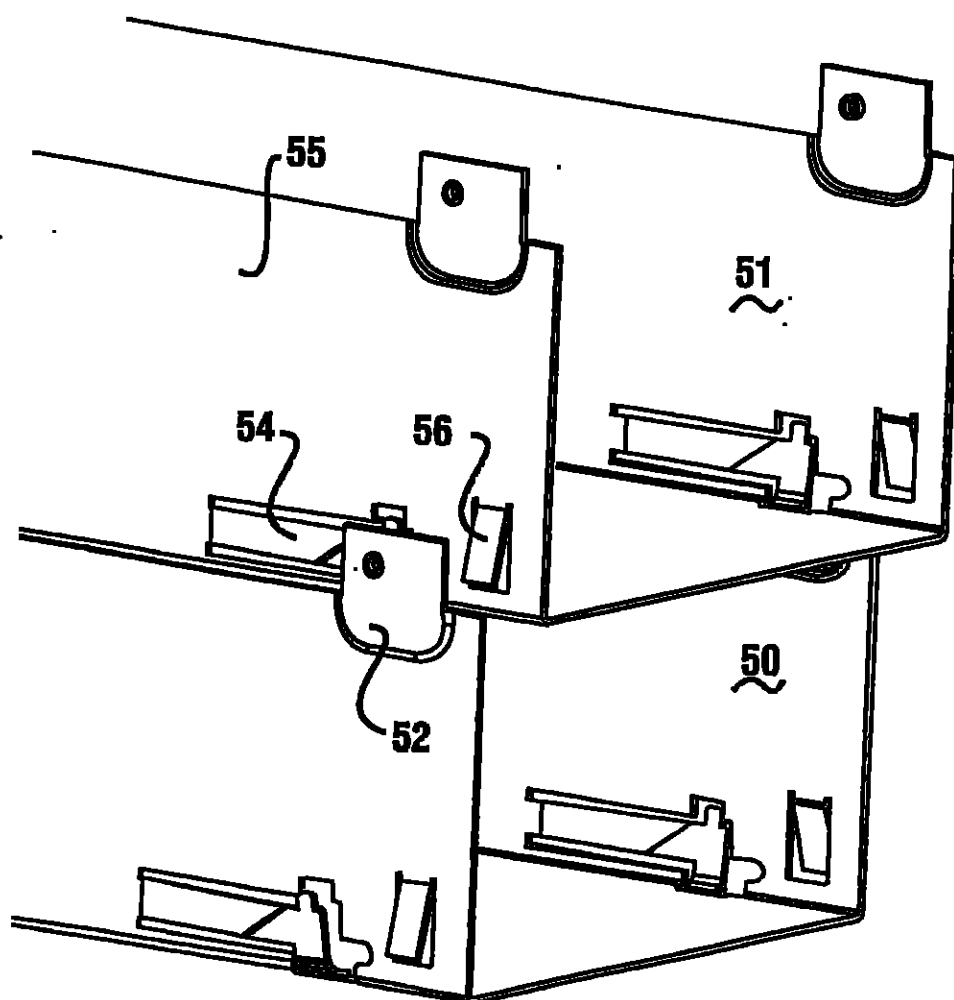


FIG. 12

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**FIG. 13**

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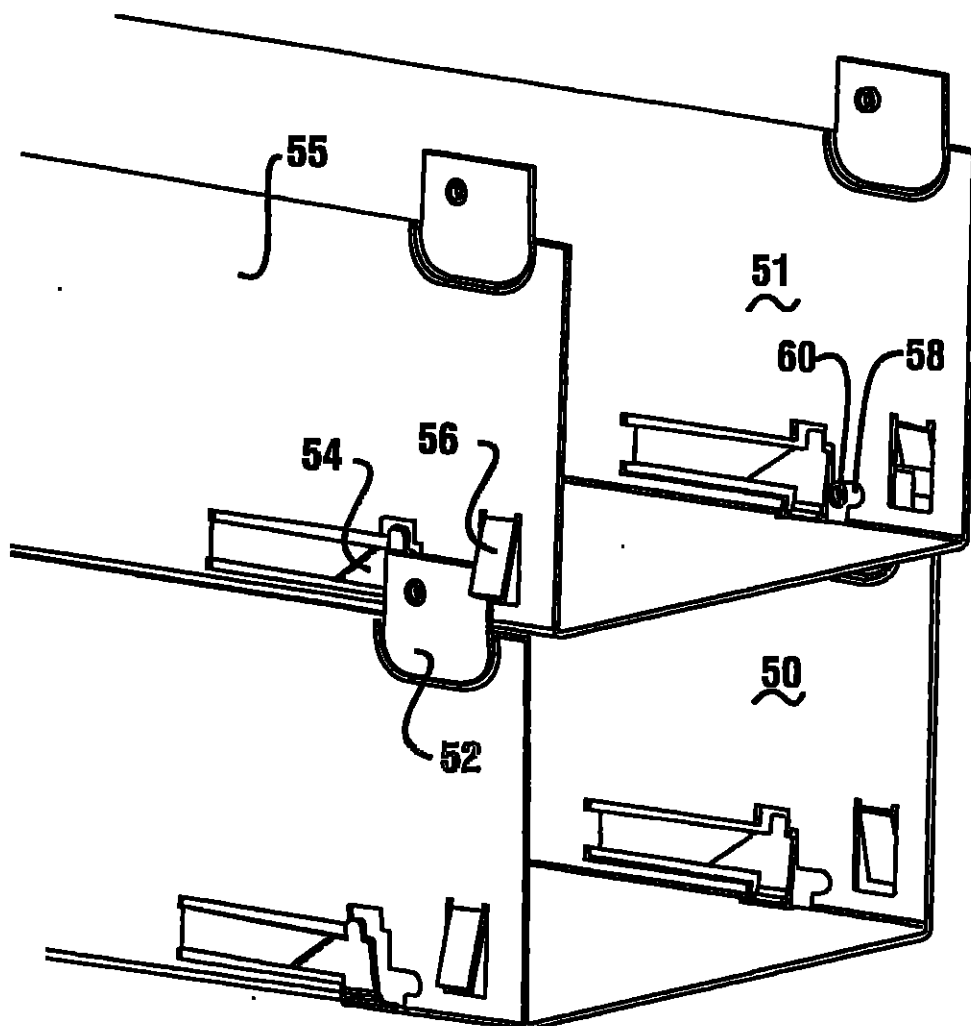


FIG. 14

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19x

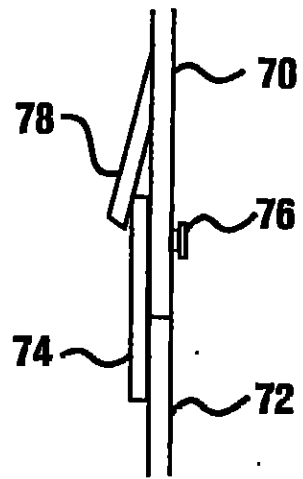


FIG. 15

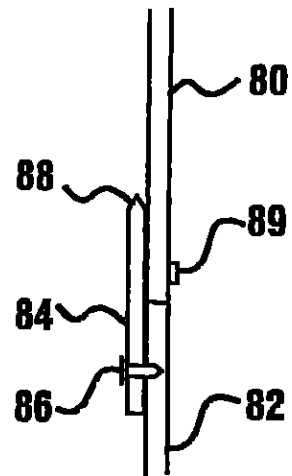


FIG. 16

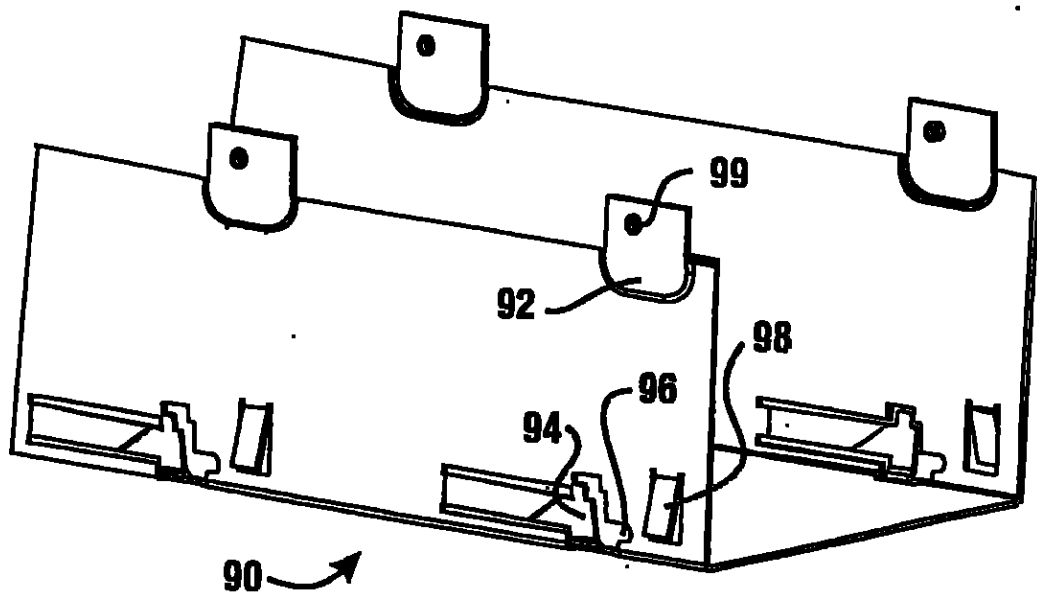
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FIG. 17

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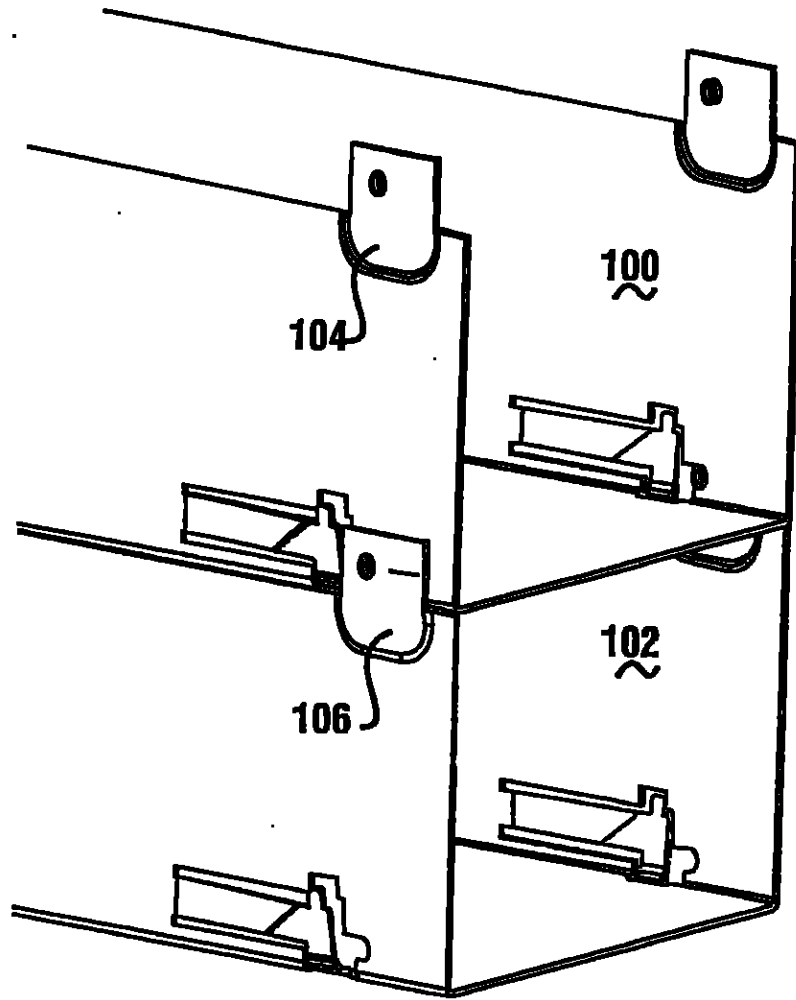


FIG. 18

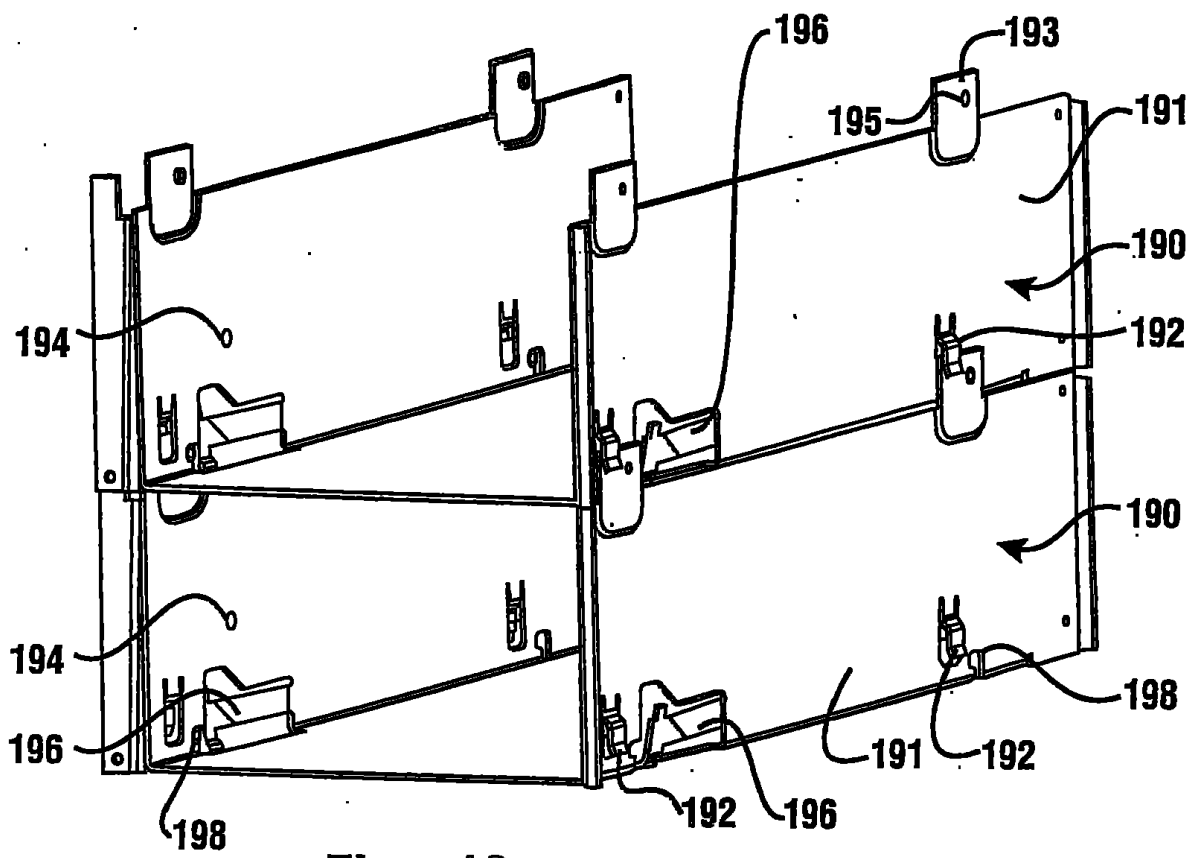


Fig. 19

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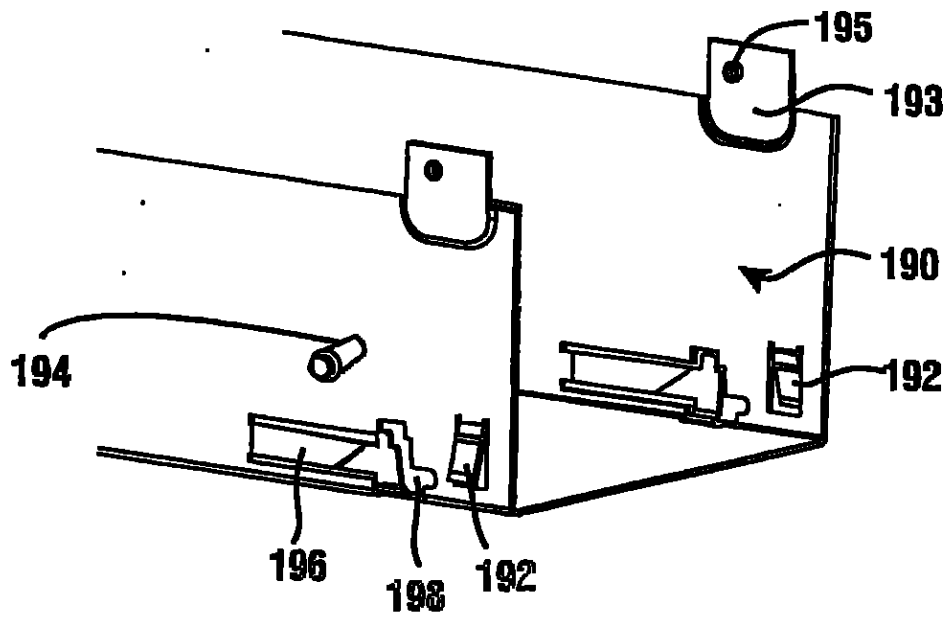


FIG. 20

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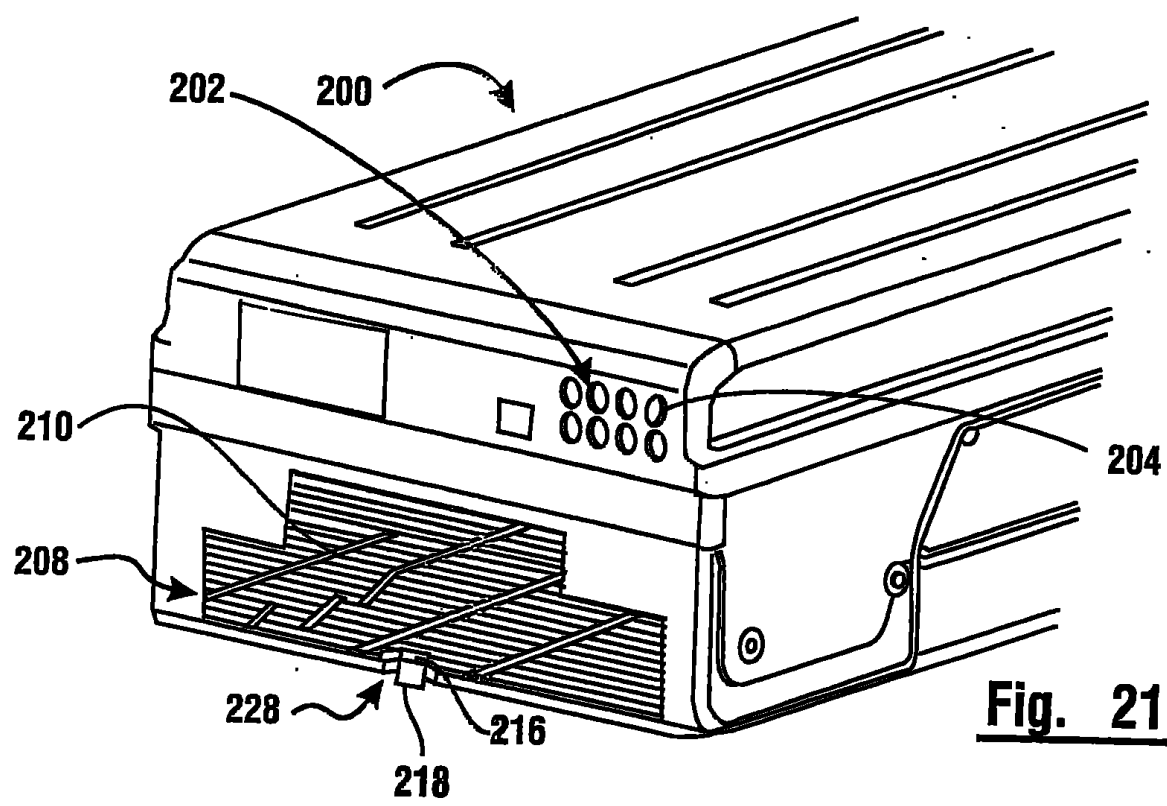


Fig. 21

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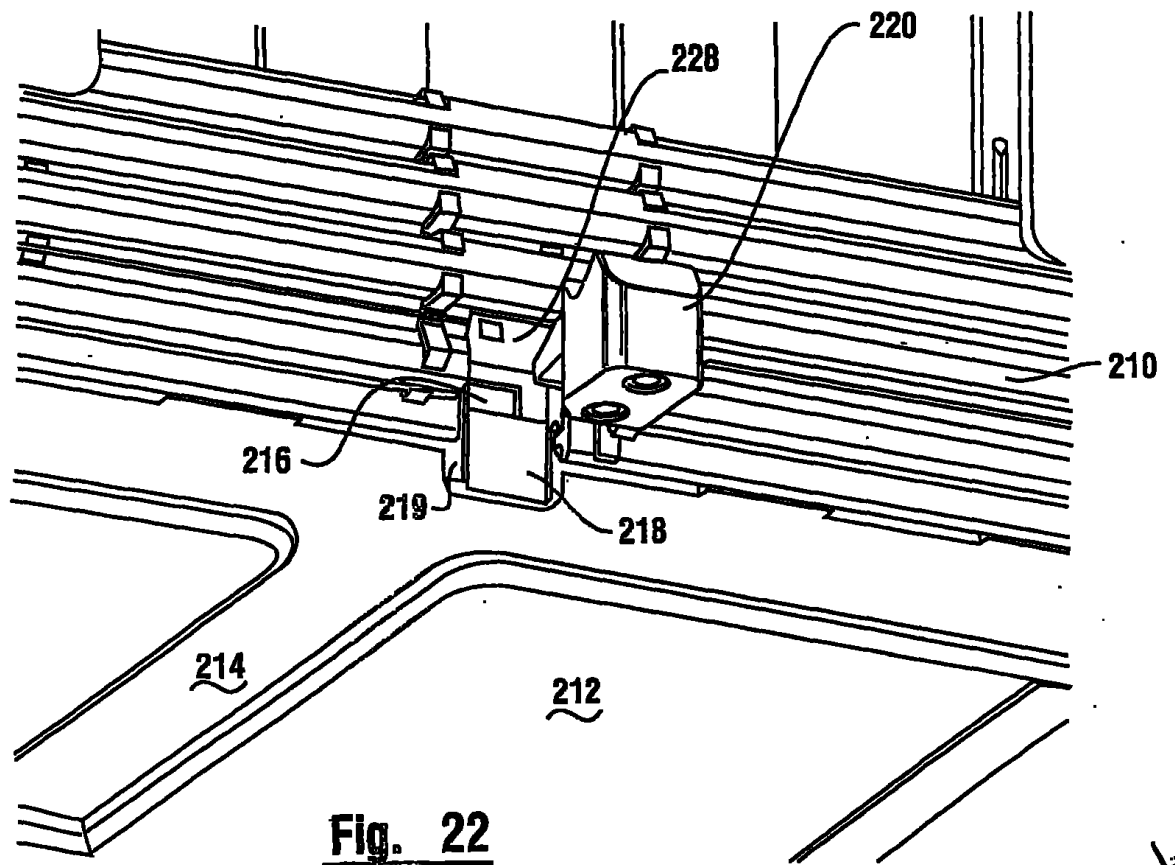


Fig. 22

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204 *[Signature]*

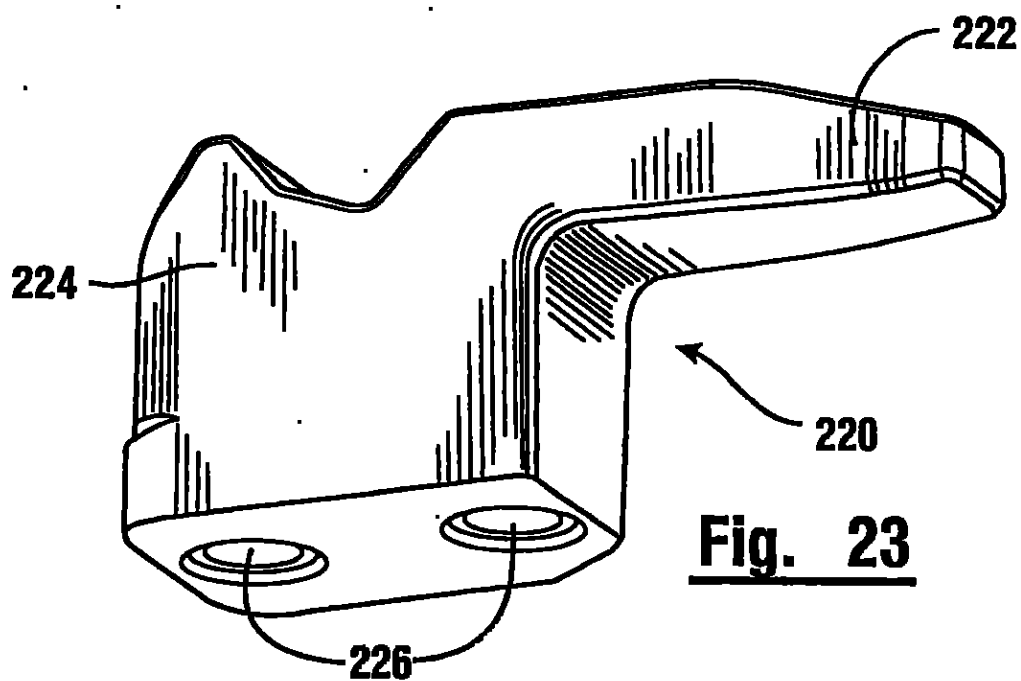


Fig. 23

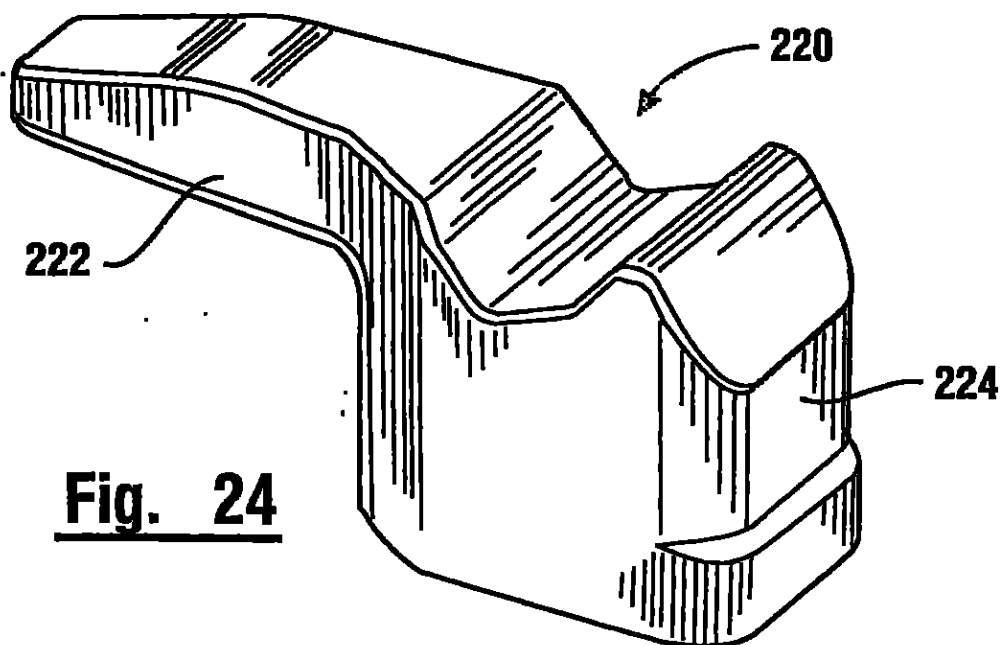


Fig. 24

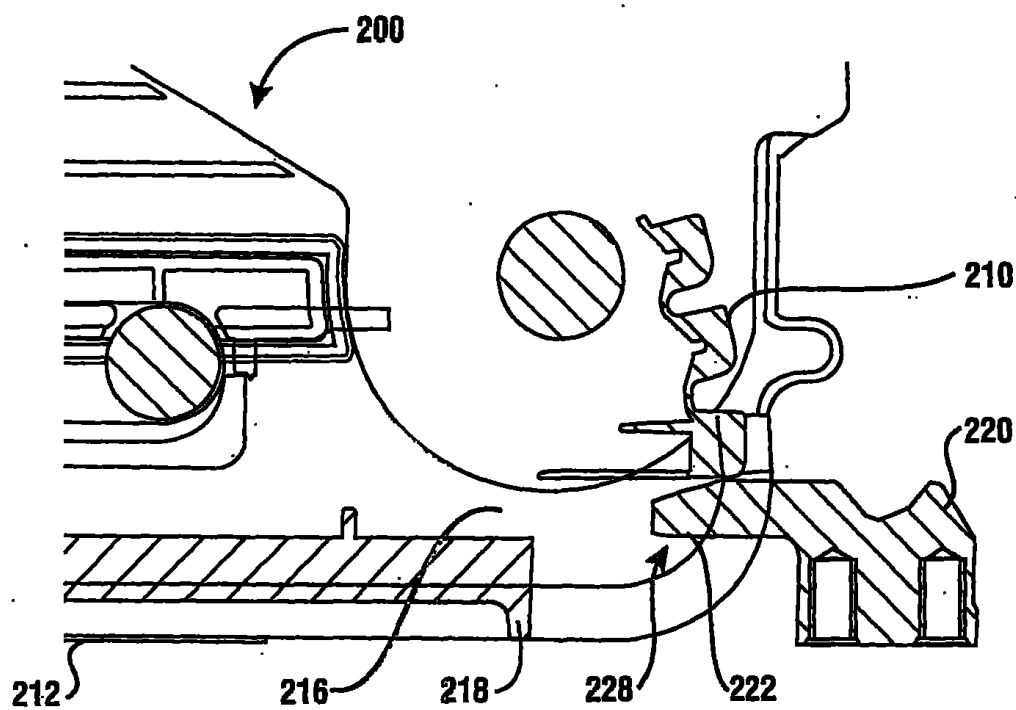


Fig. 25

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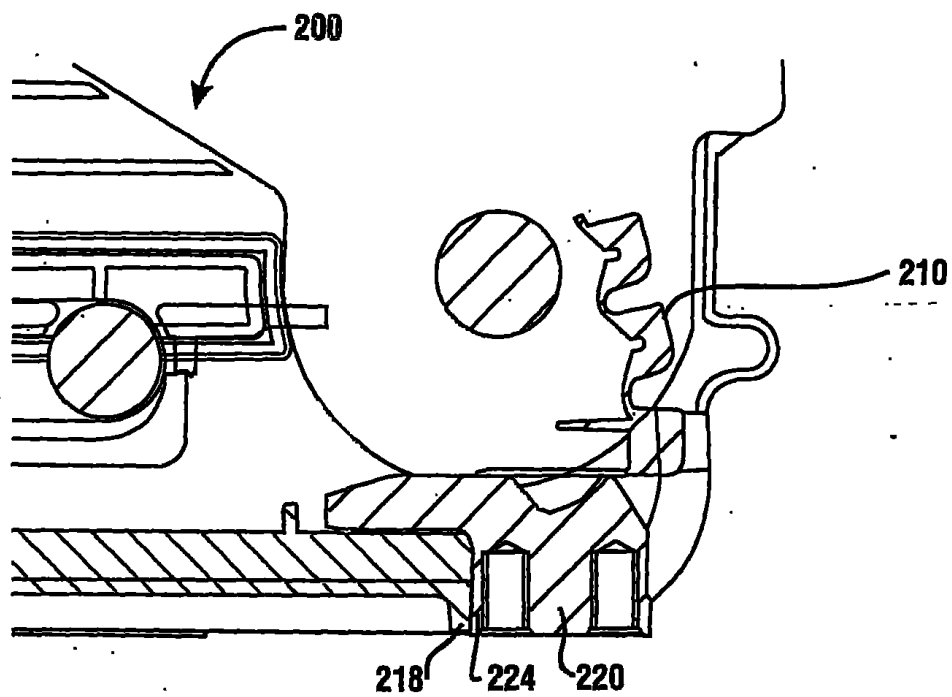


Fig. 26

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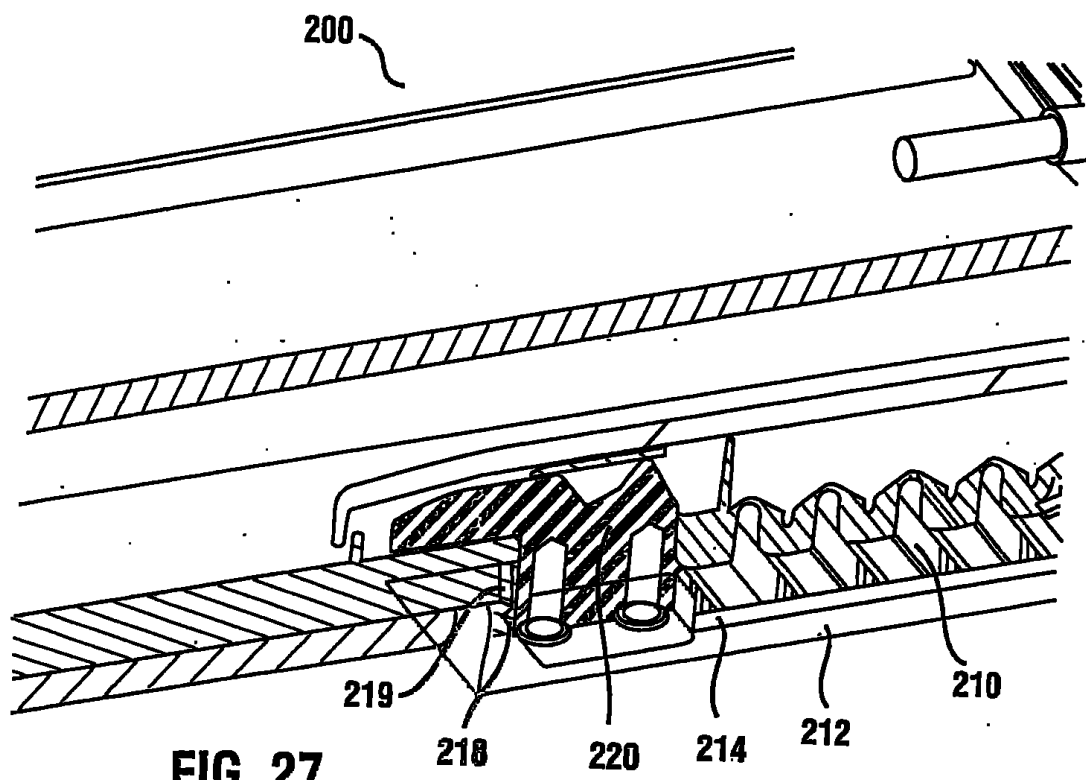


FIG. 27

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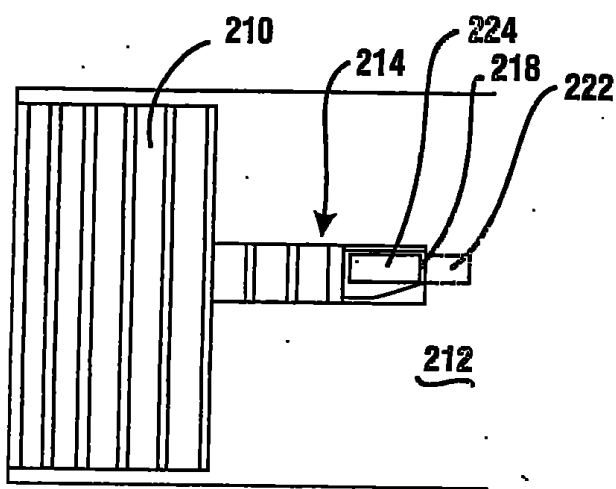


Fig. 29

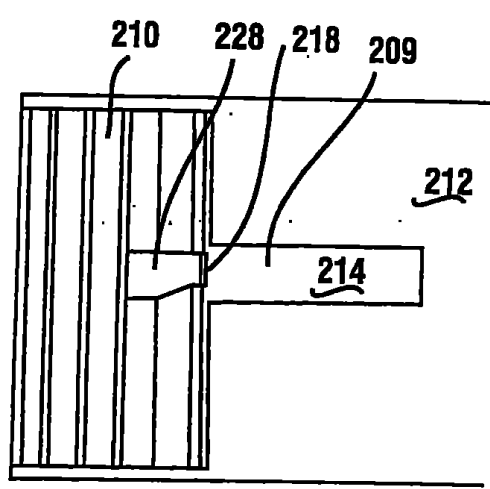


Fig. 28

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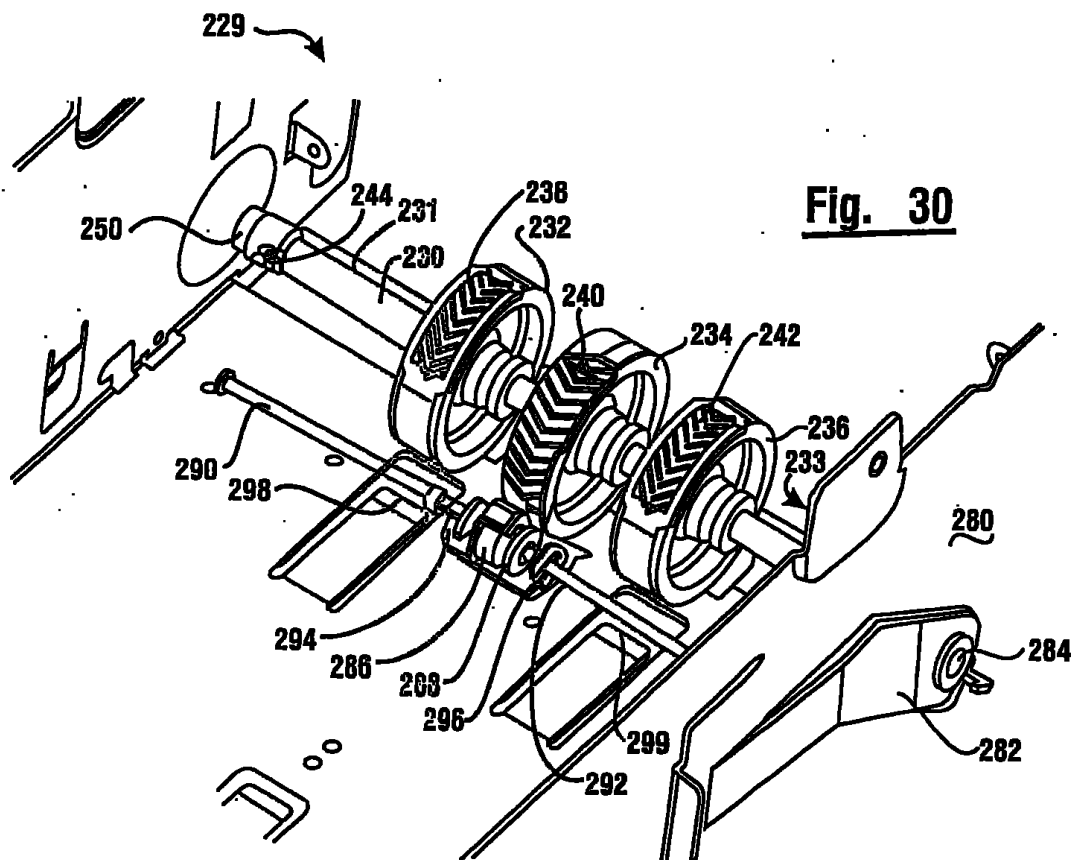
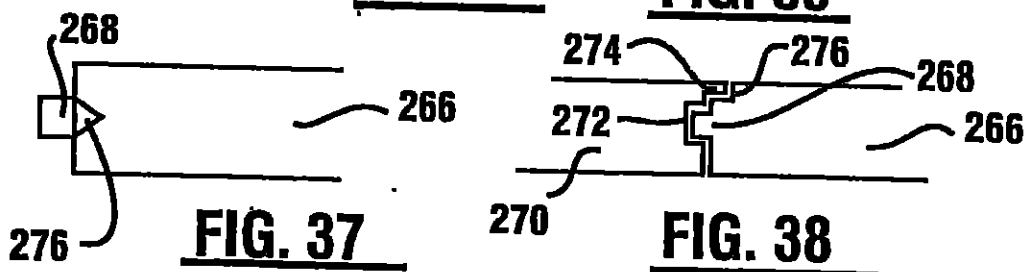
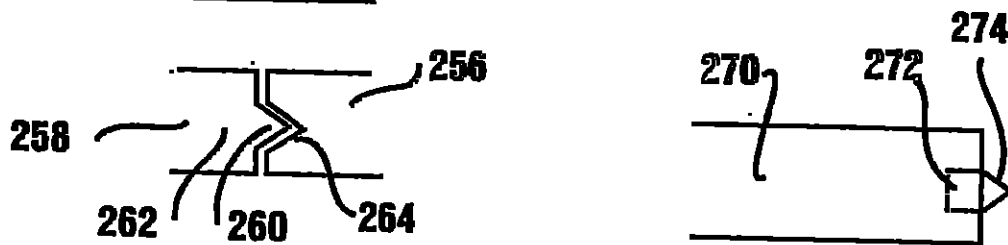
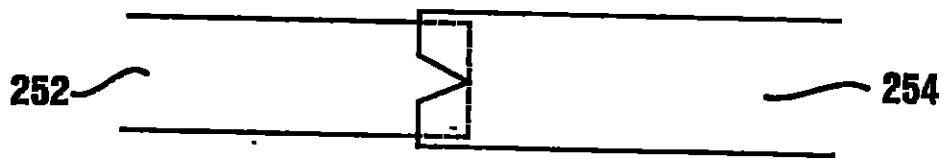
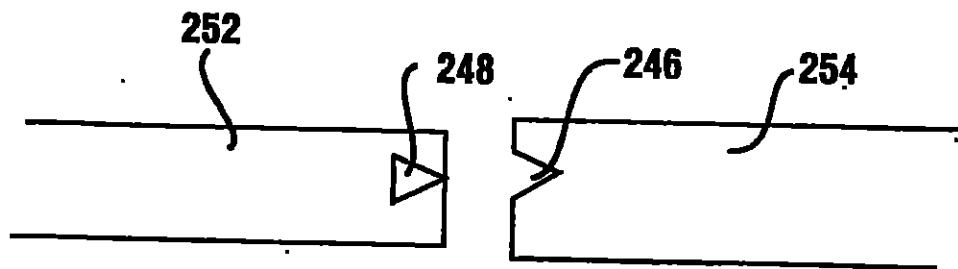
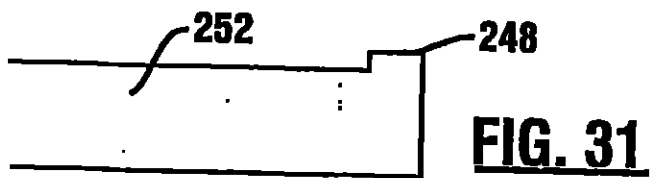
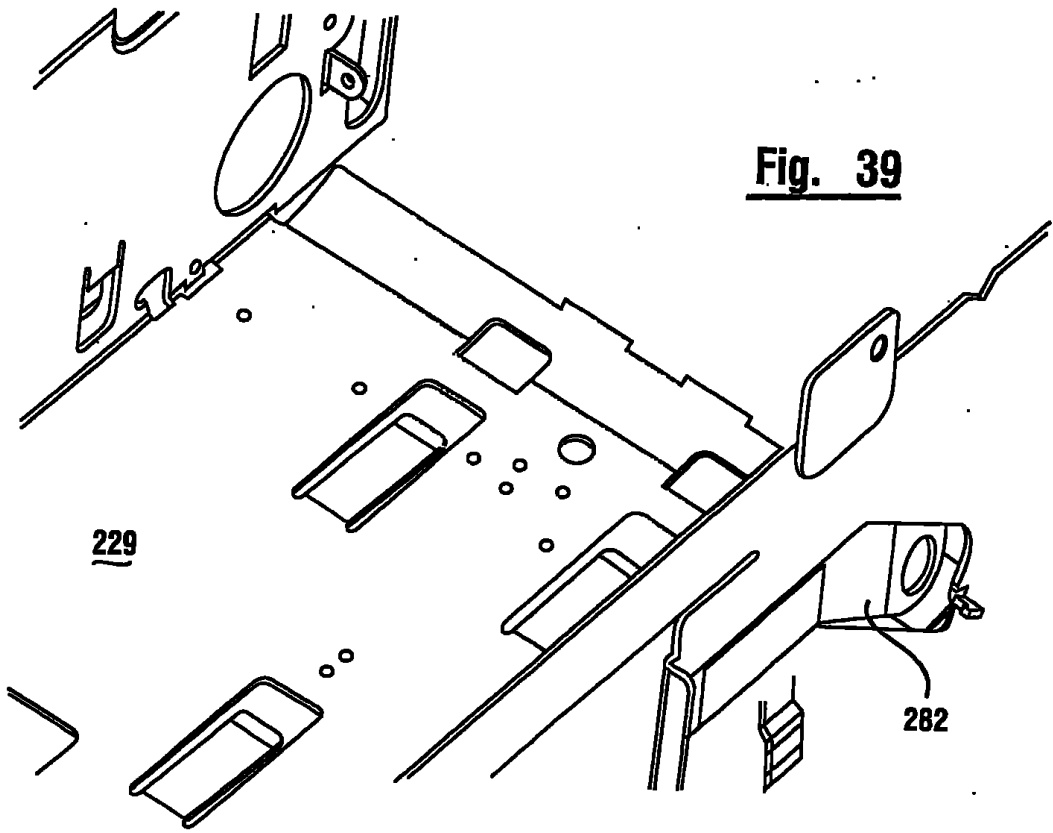


Fig. 30

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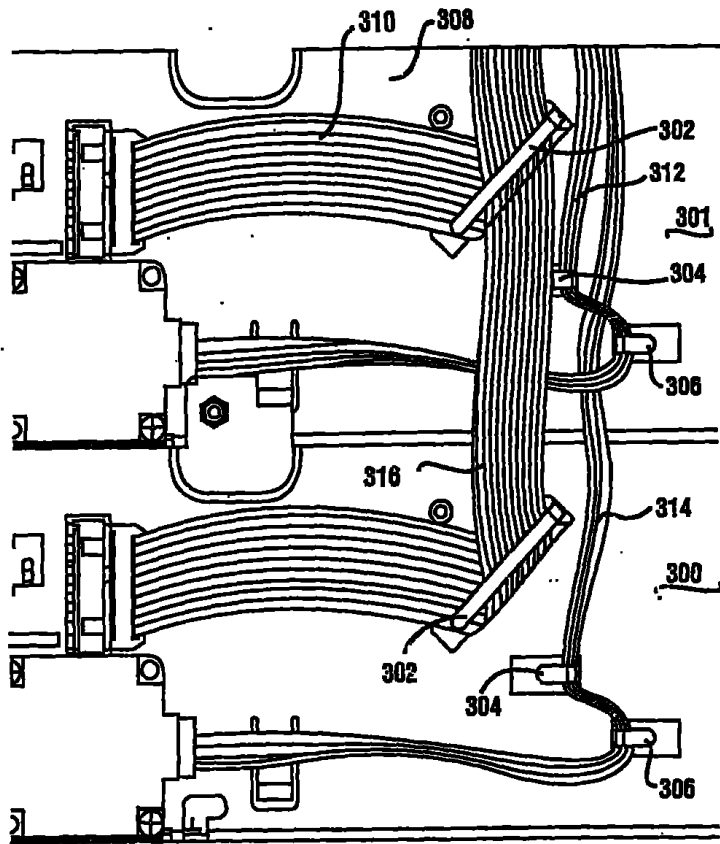
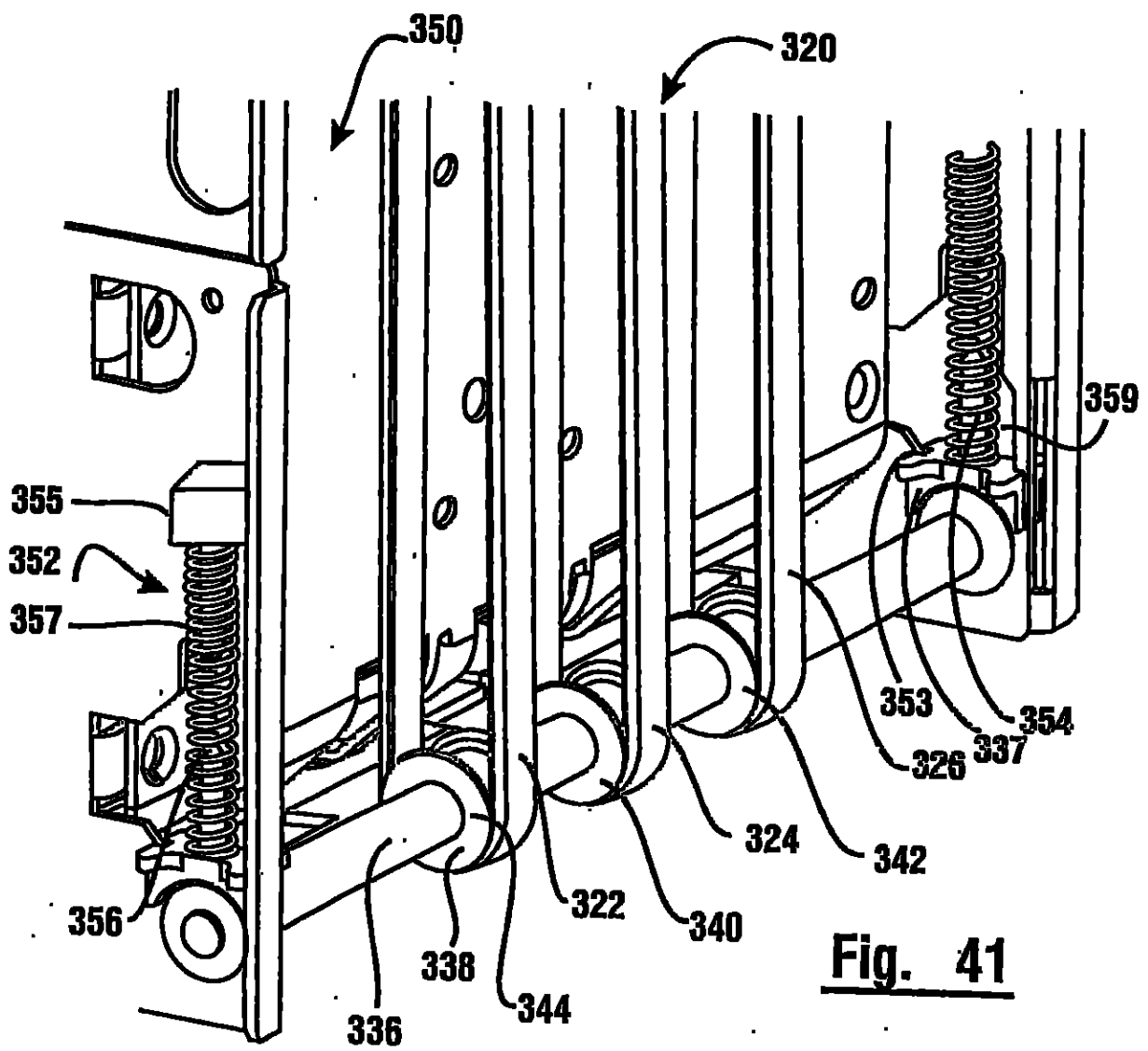


FIG. 40

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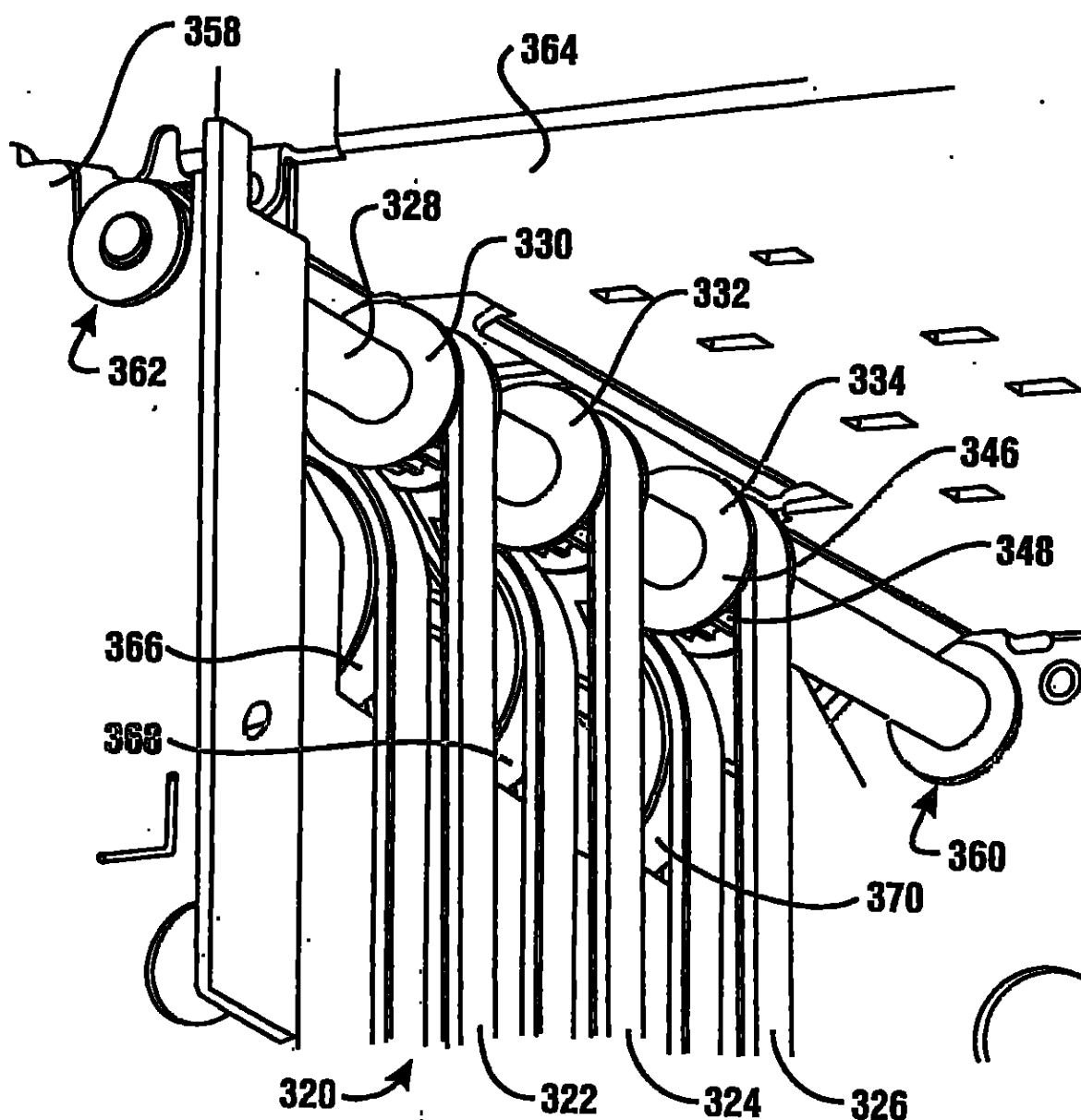


Fig. 42

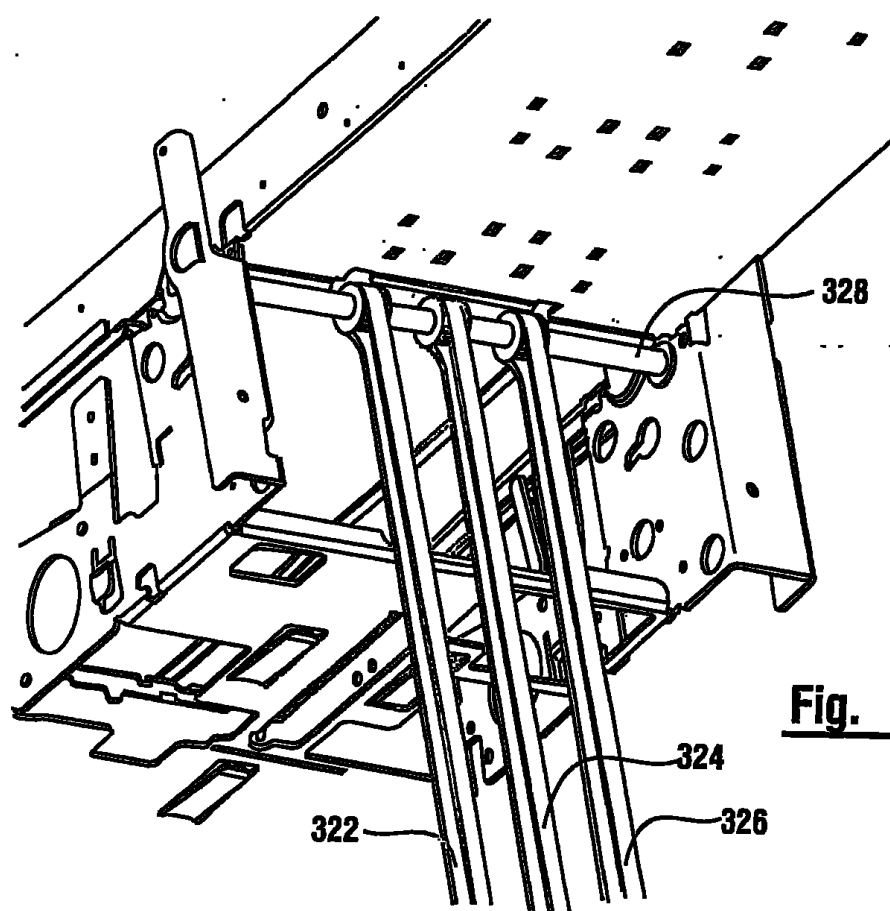


Fig. 43

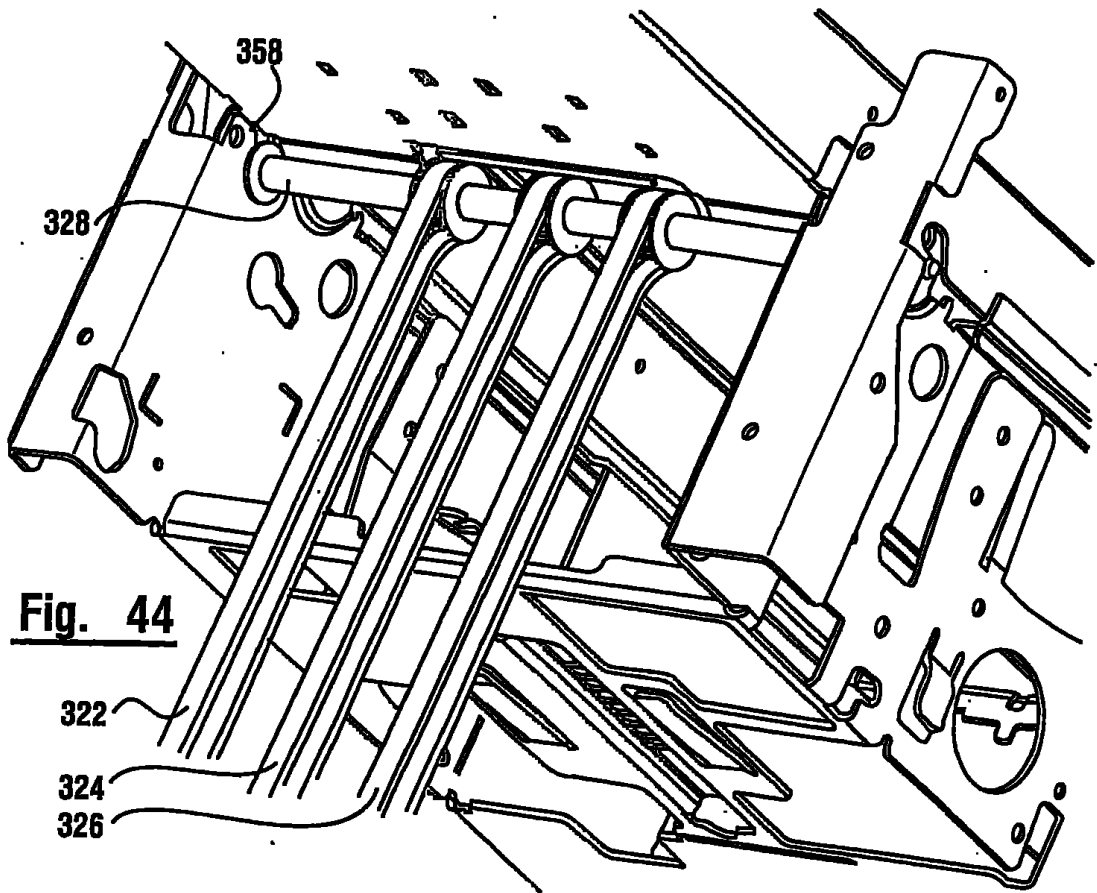
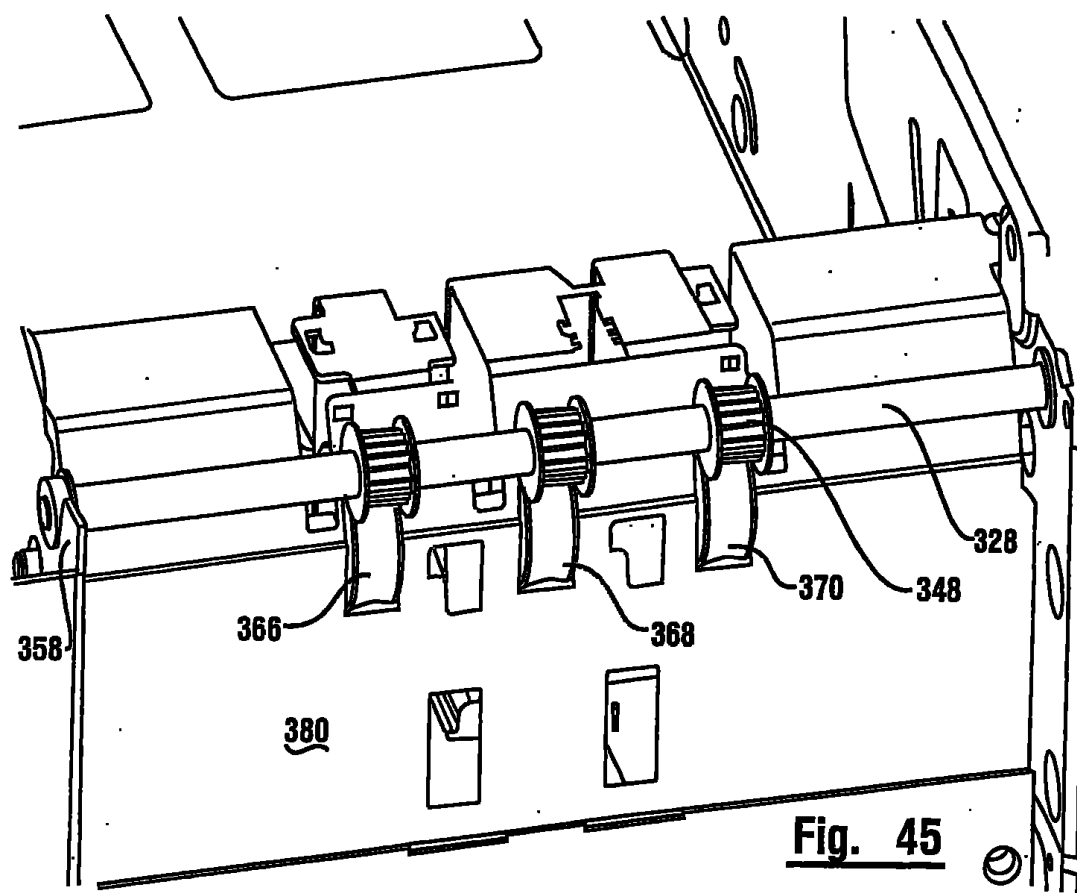
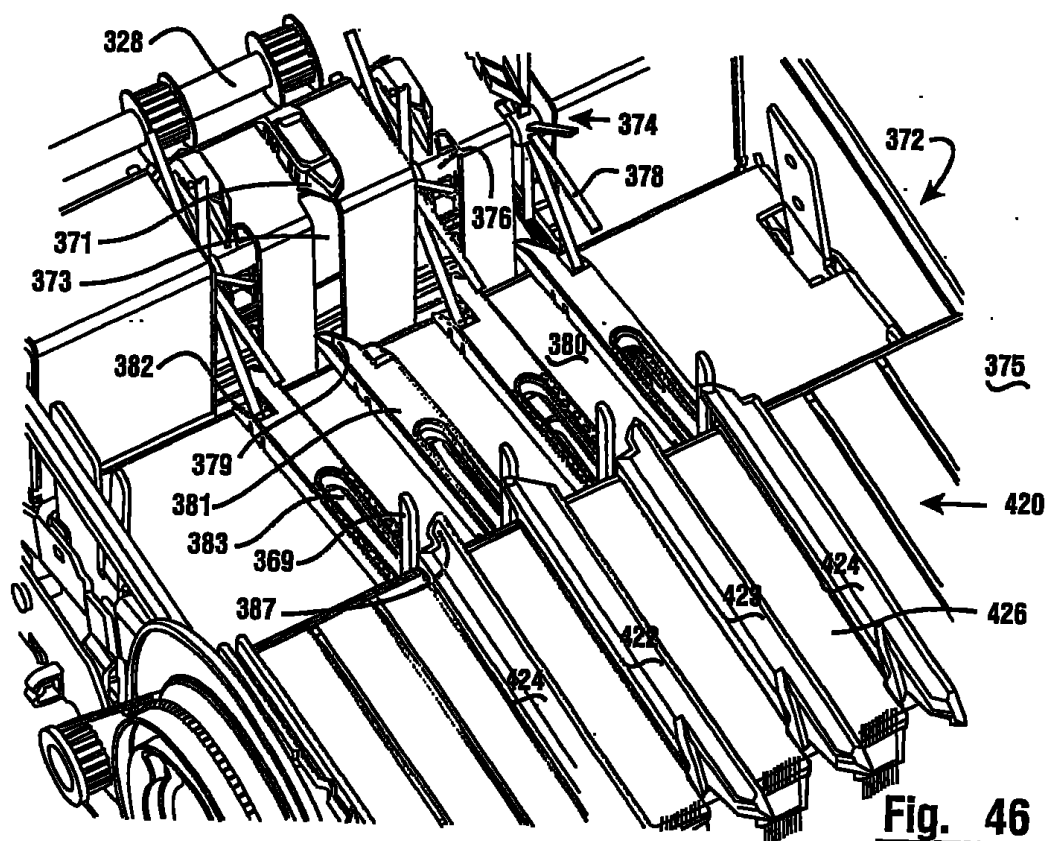


Fig. 44

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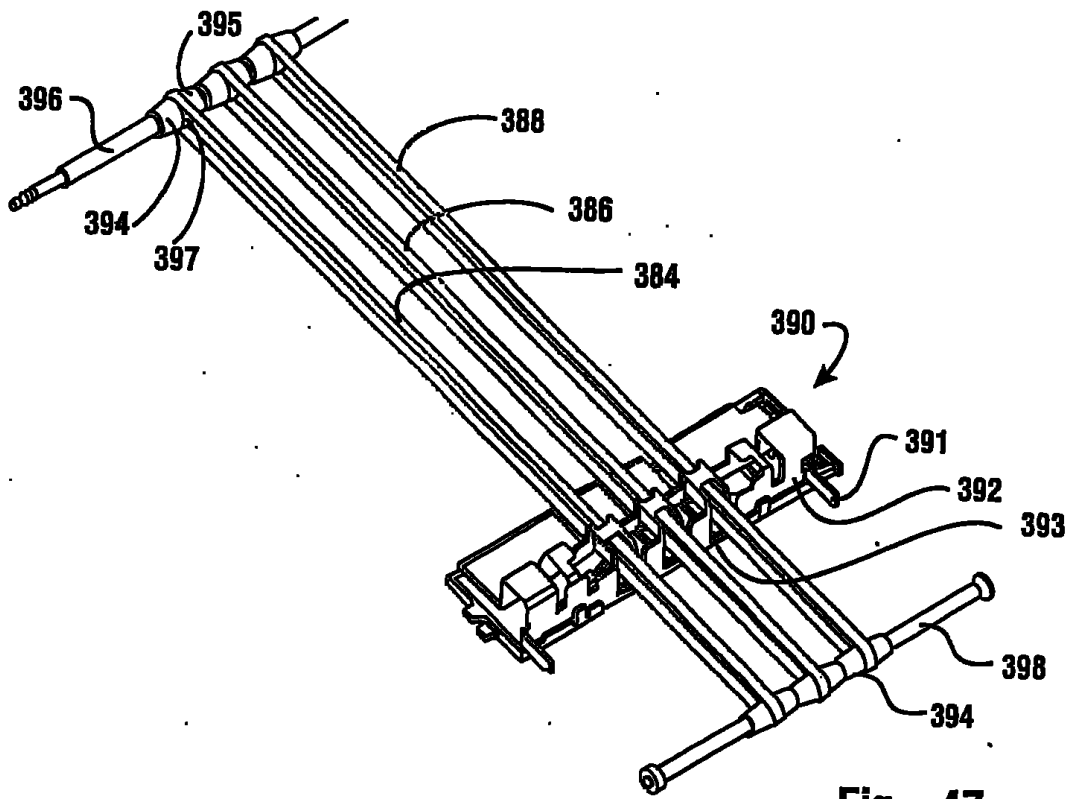


Fig. 47

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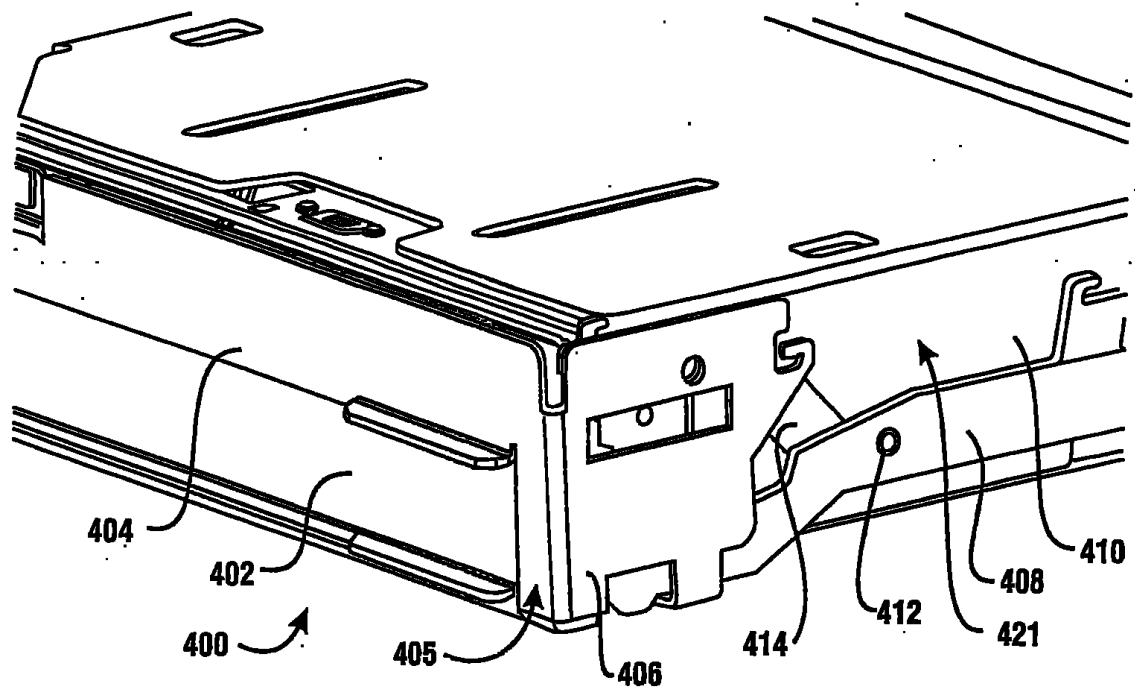


Fig. 48

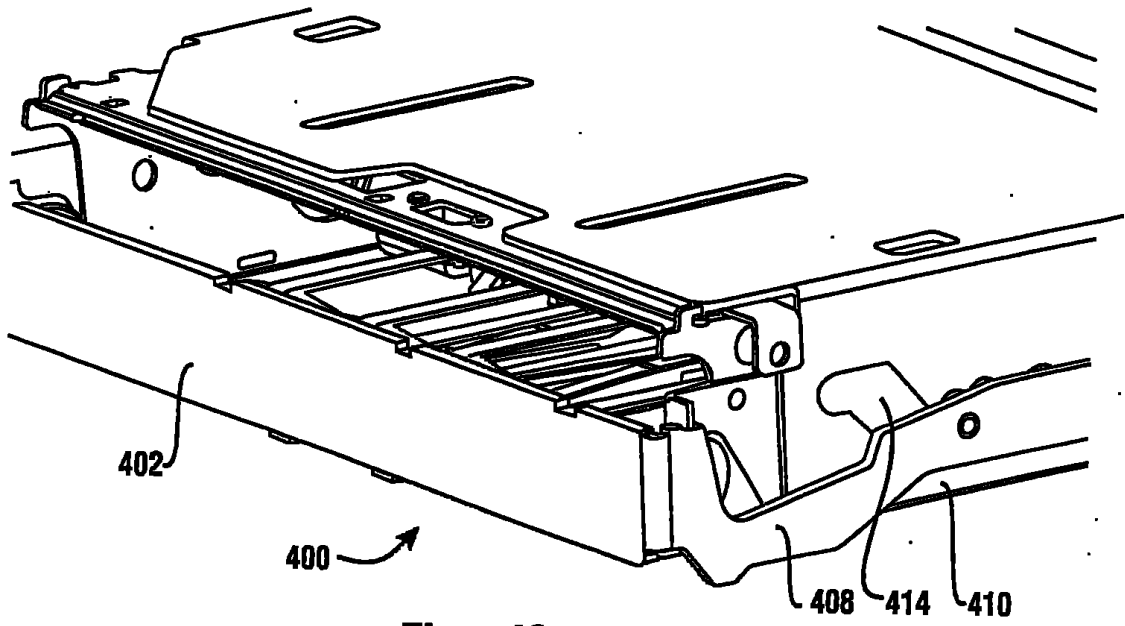


Fig. 49

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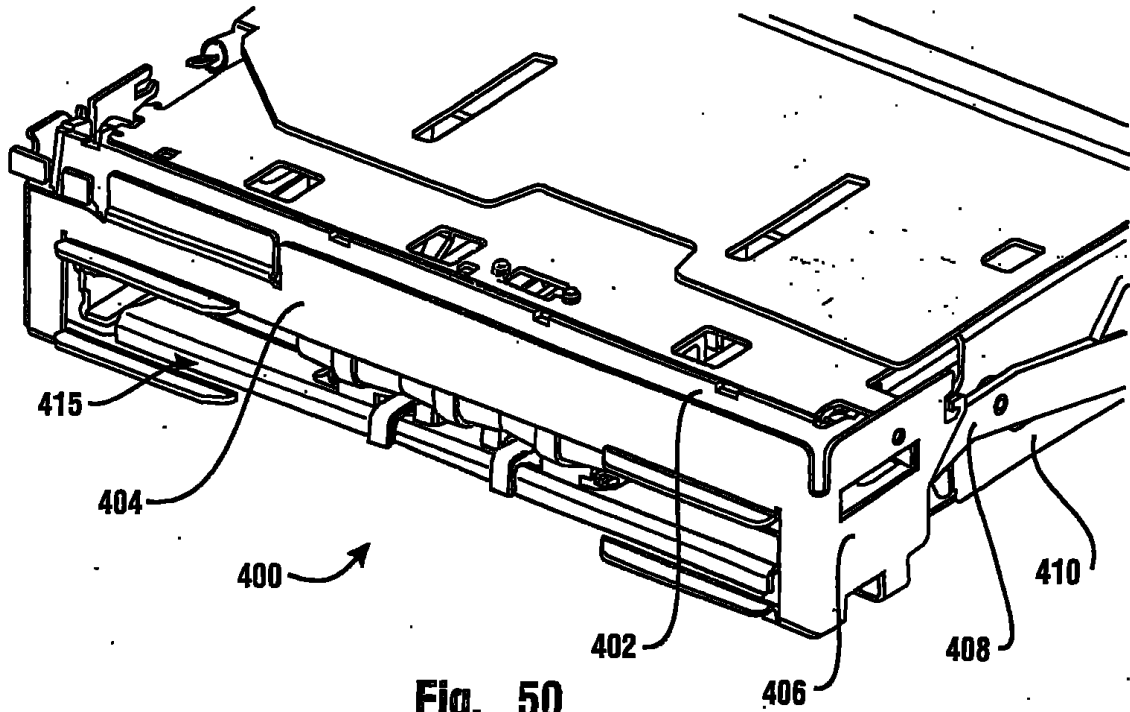


Fig. 50

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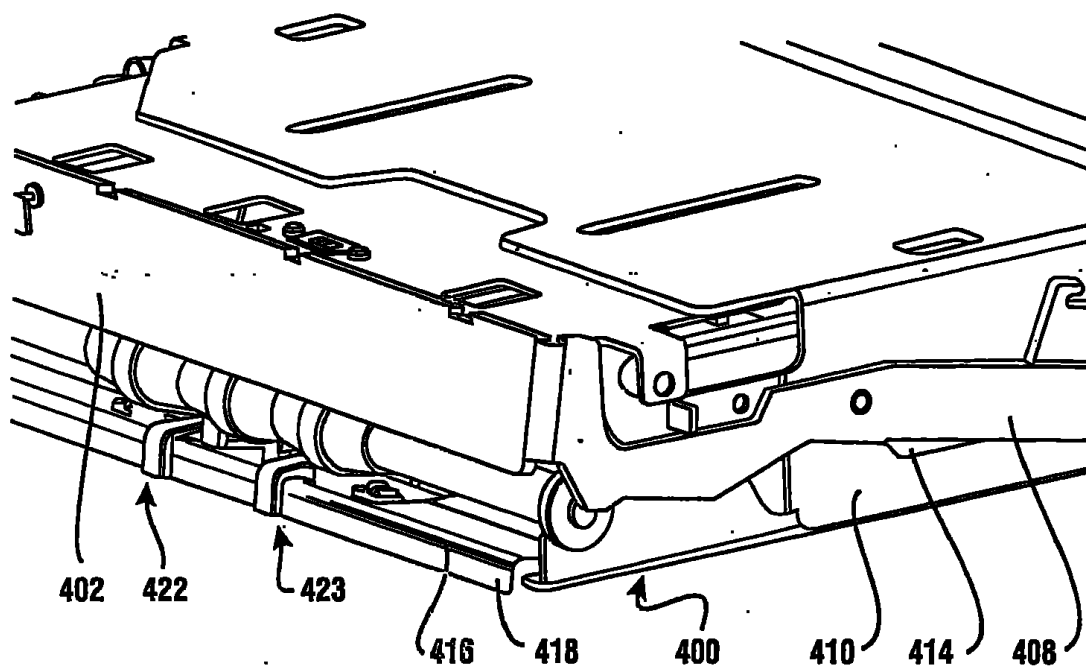


Fig. 51

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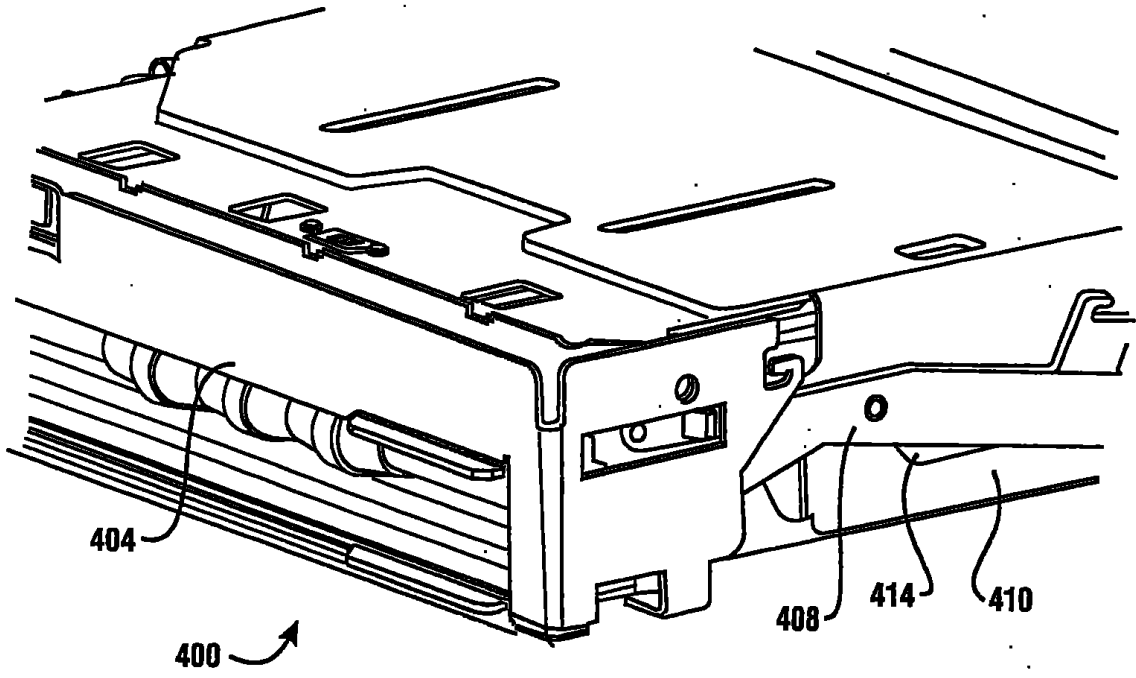


Fig. 52

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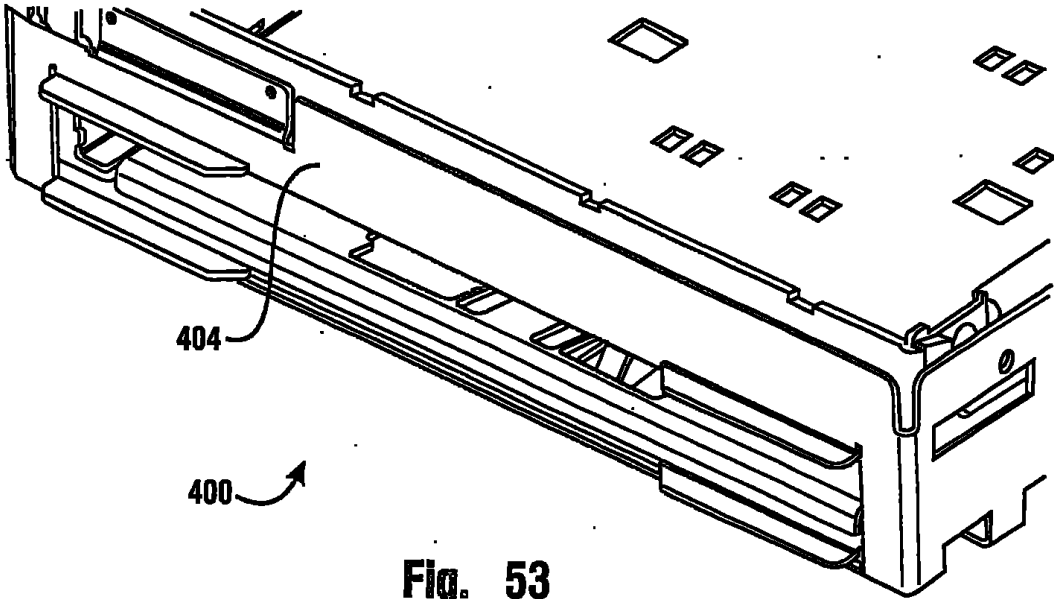


Fig. 53

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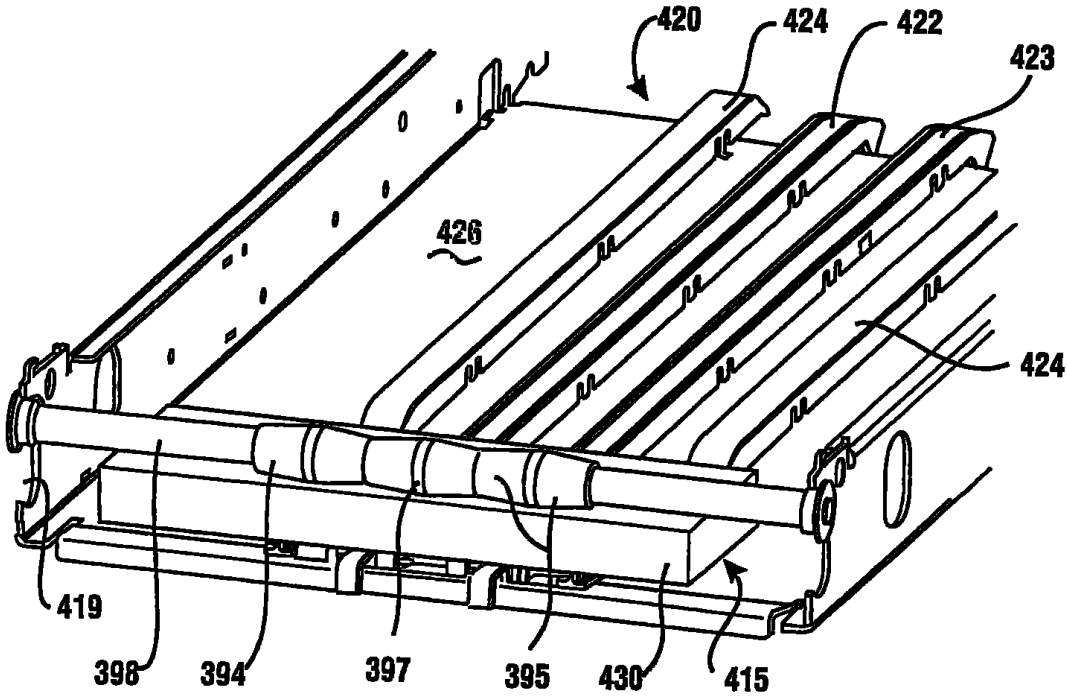


Fig. 54

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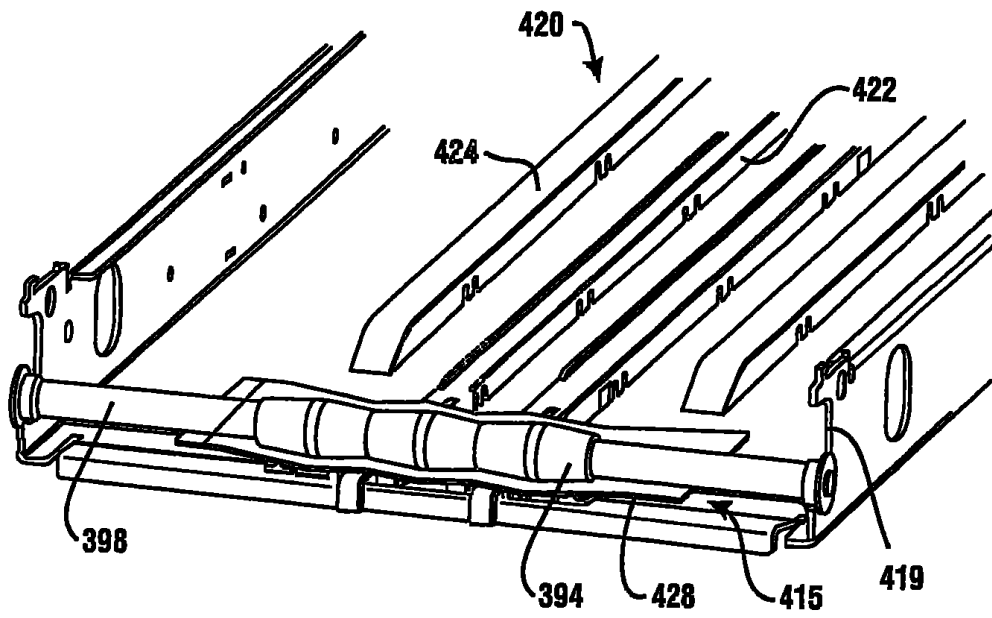


Fig. 55

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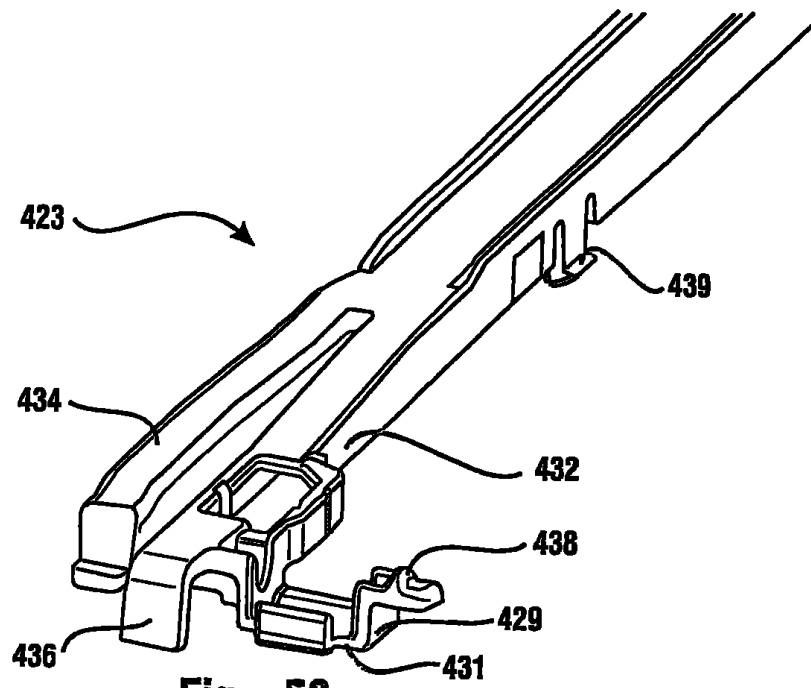


Fig. 56

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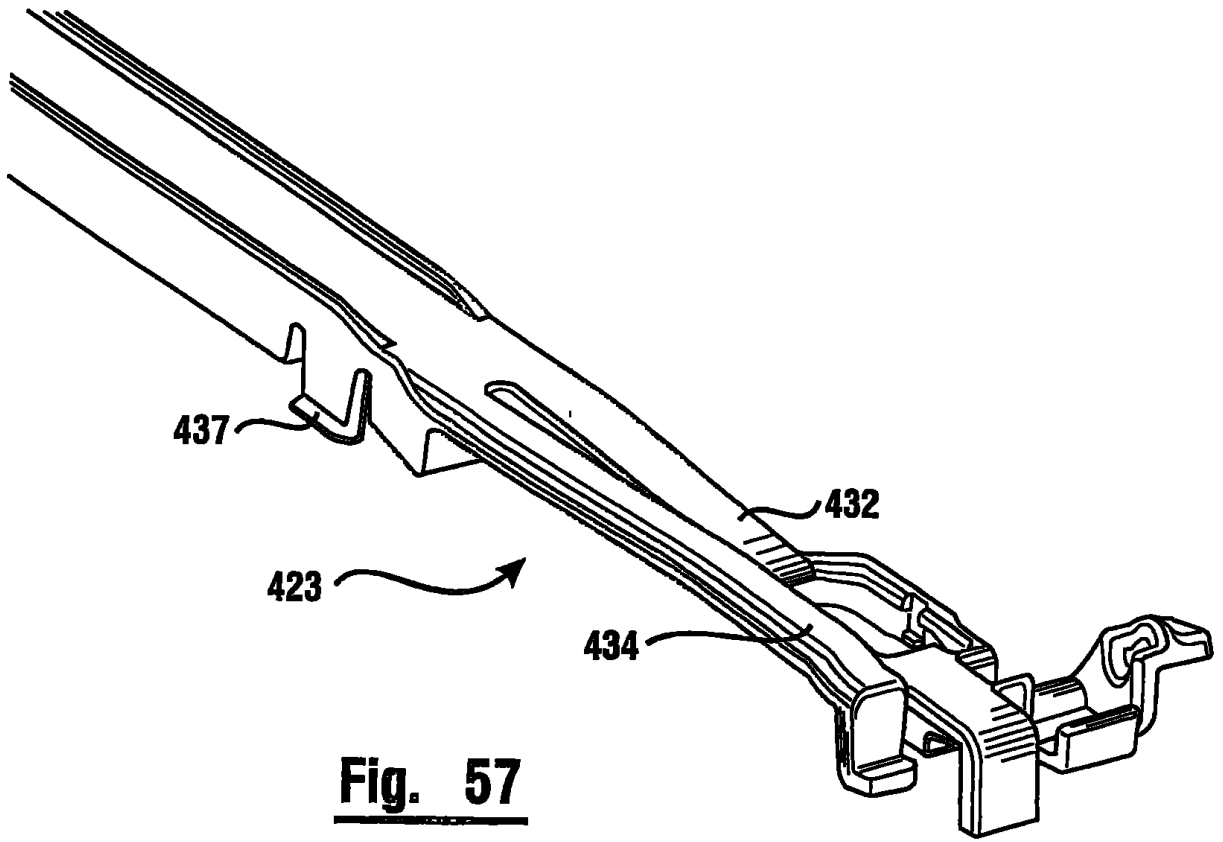


Fig. 57

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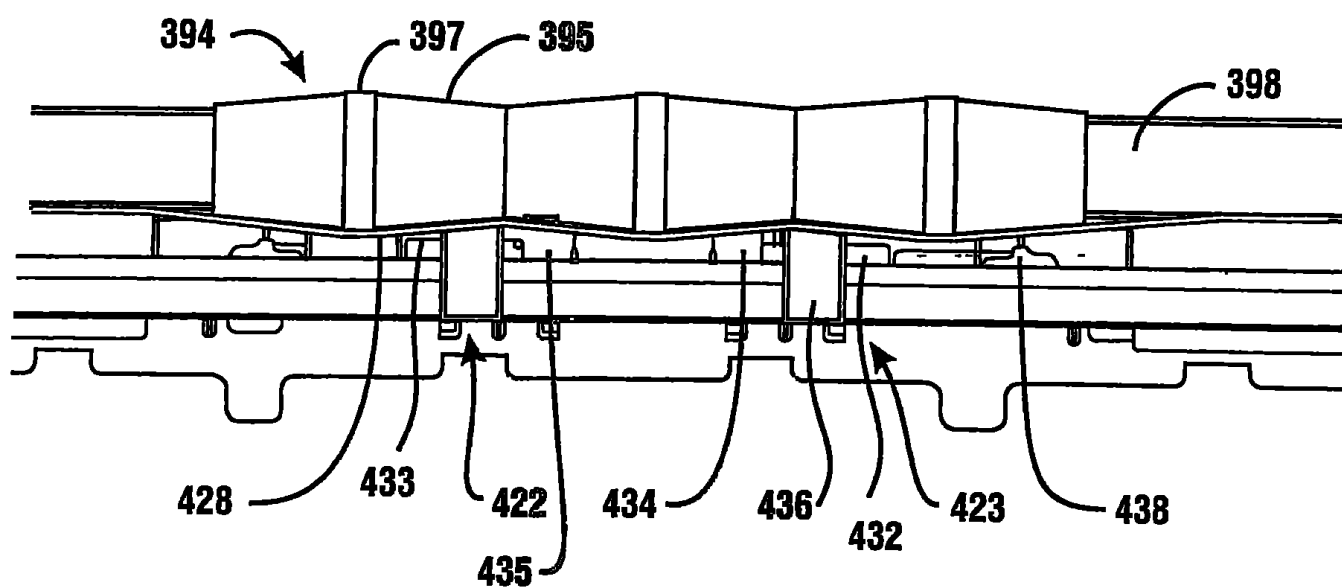


Fig. 58

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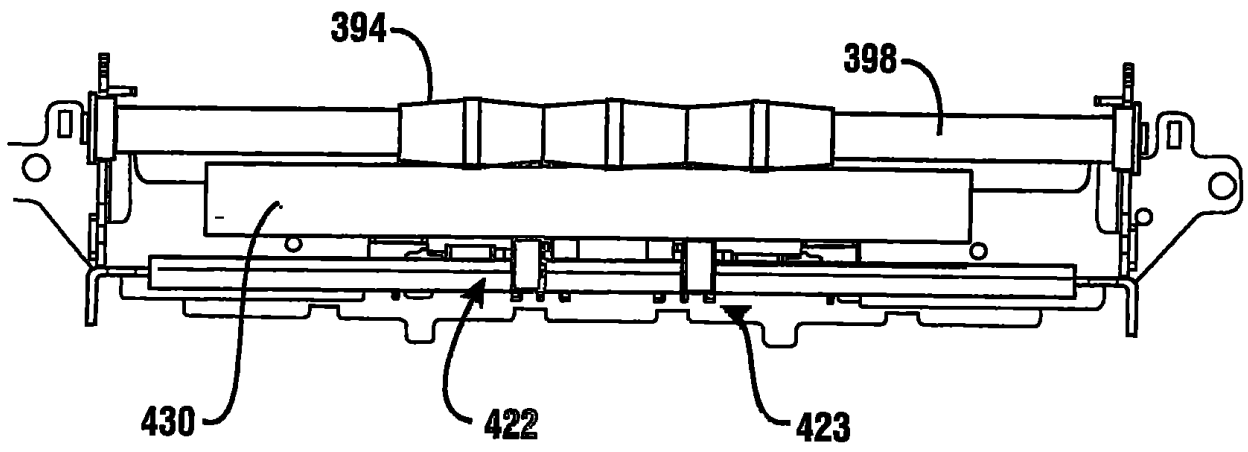


Fig. 59

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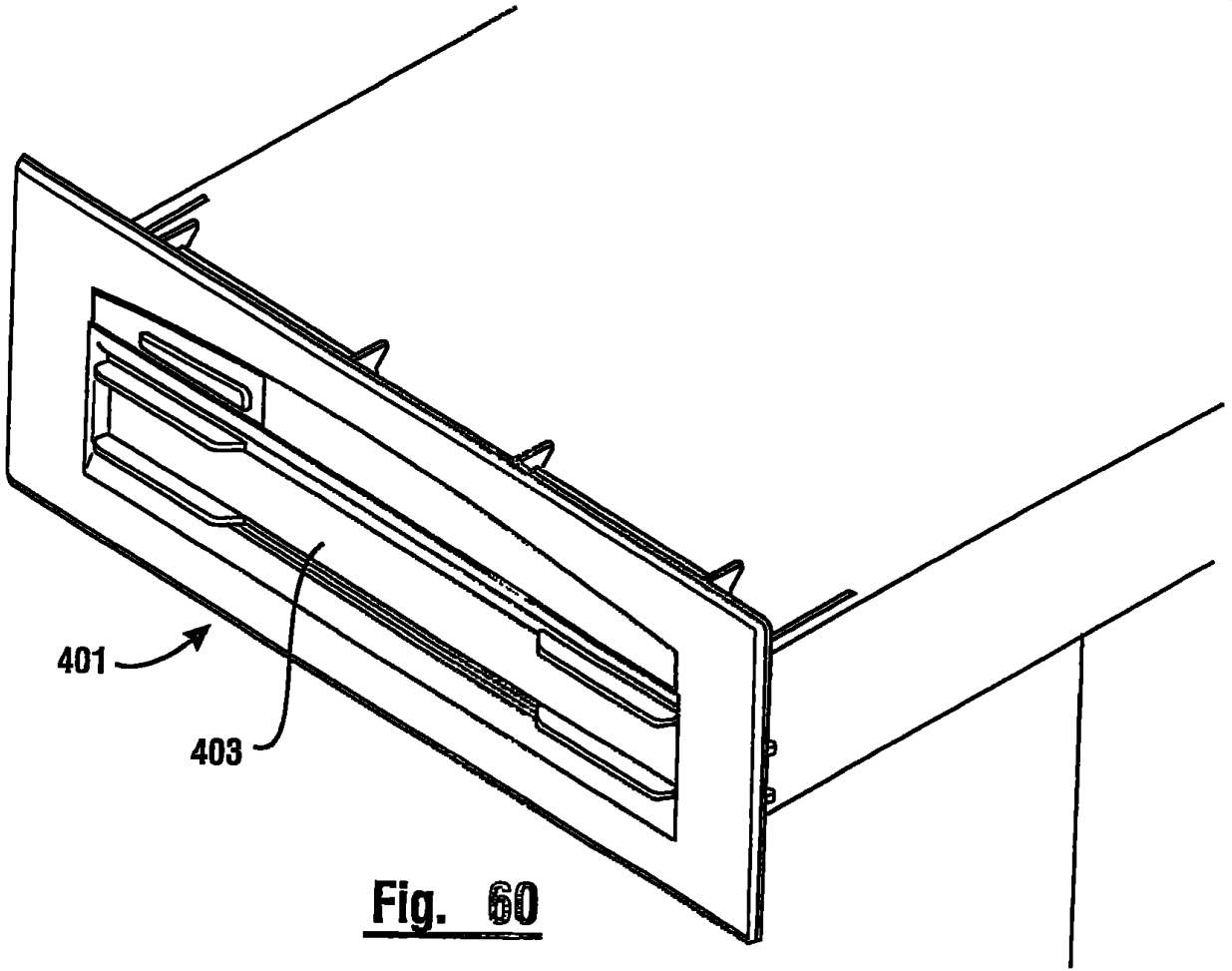


Fig. 60

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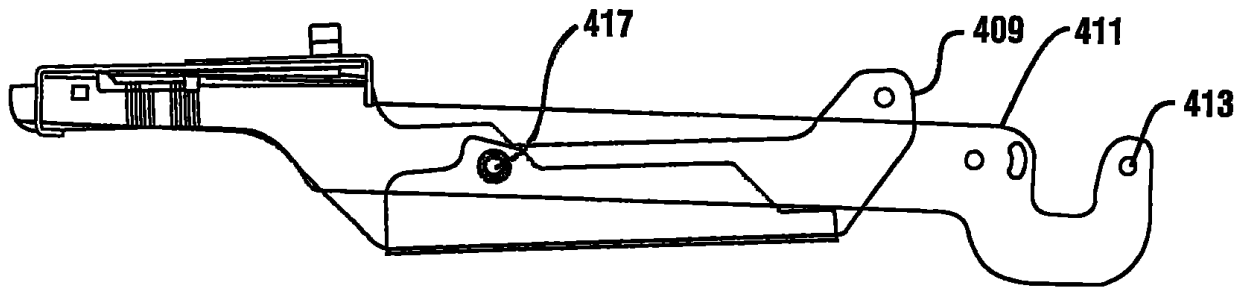


Fig. 61

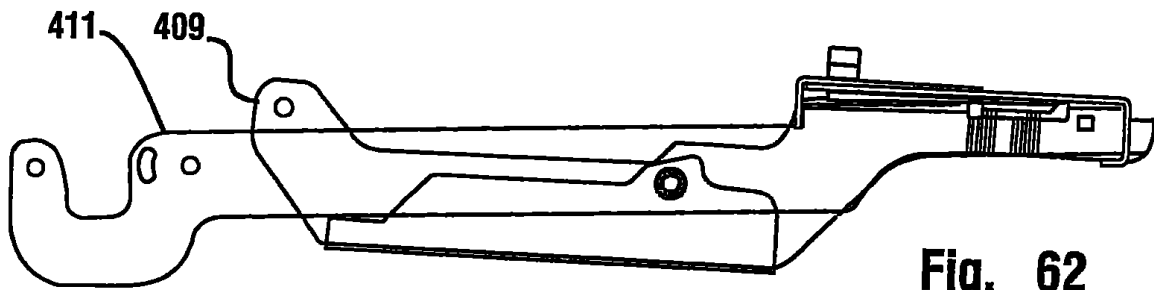


Fig. 62

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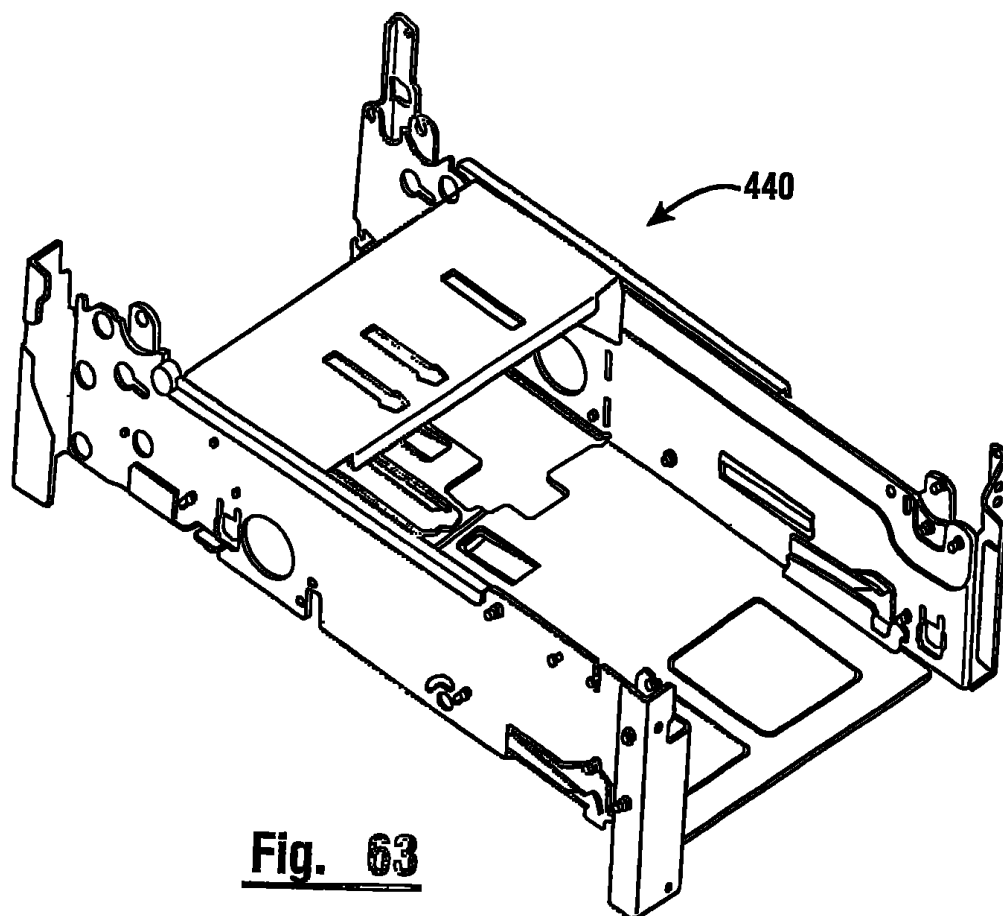


Fig. 63

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PATENT COOPERATION TREATY

From the
INTERNATIONAL PRELIMINARY EXAMINING AUTHORITY

To:
RALPH E. JOCKE
WALKER & JOCKE
231 SOUTH BROADWAY
MEDINA, OH 44236

OCT 20 2005

PCT

NOTIFICATION OF TRANSMITTAL OF
INTERNATIONAL PRELIMINARY
REPORT ON PATENTABILITY
(Chapter II of the Patent Cooperation Treaty)

(PCT Rule 71.1)

Date of mailing
(day/month/year)

17 OCT 2005

Applicant's or agent's file reference

D-1232 PCT

IMPORTANT NOTIFICATION

International application No.

PCT/US04/07035

International filing date (day/month/year)

09 March 2004 (09.03.2004)

Priority date (day/month/year)

10 March 2003 (10.03.2003)

Applicant

DEBOLD, INCORPORATED

1. The applicant is hereby notified that this International Preliminary Examining Authority transmits herewith the international preliminary report on patentability and its annexes, if any, established on the international application.
2. A copy of the report and its annexes, if any, is being transmitted to the International Bureau for communication to all the elected Offices.
3. Where required by any of the elected Offices, the International Bureau will prepare an English translation of the report (but not of any annexes) and will transmit such translation to those Offices.
4. REMINDER

The applicant must enter the national phase before each elected Office by performing certain acts (filing translations and paying national fees) within 30 months from the priority date (or later in some Offices) (Article 39(1)) (see also the reminder sent by the International Bureau with Form PCT/IB/301).

Where a translation of the international application must be furnished to an elected Office, that translation must contain a translation of any annexes to the international preliminary report on patentability. It is the applicant's responsibility to prepare and furnish such translation directly to each elected Office concerned.

For further details on the applicable time limits and requirements of the elected Offices, see Volume II of the *PCT Applicant's Guide*.

The applicant's attention is drawn to Article 33(5), which provides that the criteria of novelty, inventive step and industrial applicability described in Article 33(2) to (4) merely serve the purposes of international preliminary examination and that "any Contracting State may apply additional or different criteria for the purposes of deciding whether, in that State, the claimed invention is patentable or not" (see also Article 27(5)). Such additional criteria may relate, for example, to exemptions from patentability, requirements for enabling disclosure, clarity and support for the claims.

Name and mailing address of the IPRA/ US

Mail Stop PCT, Attn: IPRA/US

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

Facsimile No. (703) 305-3230

Authorized officer

David H. Bollinger

Telephone No. 571-272-6335

Form PCT/IPRA/416 (January 2004)

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PATENT COOPERATION TREATY

PCT

INTERNATIONAL PRELIMINARY REPORT ON PATENTABILITY

(Chapter II of the Patent Cooperation Treaty)

(PCT Article 36 and Rule 70)

Applicant's or agent's file reference D-1222 PCT	FOR FURTHER ACTION		See Form PCT/IPRA/416
International application No. PCT/US04/07033	International filing date (day/month/year) 09 March 2004 (09.03.2004)	Priority date (day/month/year) 10 March 2003 (10.03.2003)	
International Patent Classification (IPC) or national classification and IPC IPC(7): B65H 1/00 and US Cl.: 271/162			
Applicant DEBOLD, INCORPORATED			
1. This report is the international preliminary examination report, established by this International Preliminary Examining Authority under Article 35 and transmitted to the applicant according to Article 36. 2. This REPORT consists of a total of <u>3</u> sheets, including this cover sheet. 3. This report is also accompanied by ANNEXES, comprising: a. ☐ (sent to the applicant and to the International Bureau) a total of ___ sheets, as follows: ☐ sheets of the description, claims and/or drawings which have been amended and are the basis of this report and/or sheets containing rectifications authorized by this Authority (see Rule 70.16 and Section 607 of the Administrative Instructions). ☐ sheets which supersede earlier sheets, but which this Authority considers contain an amendment that goes beyond the disclosure in the international application as filed, as indicated in item 4 of Box No. I and the Supplemental Box. b. ☐ (sent to the International Bureau only) a total of (indicate type and number of electronic carrier(s)) _____, containing a sequence listing and/or tables related thereto, in electronic form only, as indicated in the Supplemental Box Relating to Sequence Listing (see Section 802 of the Administrative Instructions).			
4. This report contains indications relating to the following items: ☒ Box No. I Basis of the report ☐ Box No. II Priority ☐ Box No. III Non-establishment of opinion with regard to novelty, inventive step and industrial applicability ☐ Box No. IV Lack of unity of invention ☒ Box No. V Reasoned statement under Article 35(2) with regard to novelty, inventive step or industrial applicability; citations and explanations supporting such statement ☐ Box No. VI Certain documents cited ☐ Box No. VII Certain defects in the international application ☐ Box No. VIII Certain observations on the international application			
Date of submission of the demand 23 June 2004 (23.06.2004)		Date of completion of this report 28 September 2003 (28.09.2003)	
Name and mailing address of the IPRA/ US Mail Stop PCT, Attn: IPRA/US Consultation for Patents P.O. Box 1450 Alexandria, Virginia 22313-1450 Facsimile No. (703) 305-5290		Authorized officer  David H. Bollinger Telephone No. 571-272-6935	

Form PCT/IPRA/409 (cover sheet)(April 2003)

INTERNATIONAL PRELIMINARY REPORT ON PATENTABILITY

International application No.
PCT/US04/07033**Box No. V Reasoned statement under Article 35(2) with regard to novelty, inventive step or industrial applicability; citations and explanations supporting such statement****I. Statement**

Novelty (N)	Claims 1-94	YES
	Claims NONE	NO
Inventive Step (IS)	Claims 1-94	YES
	Claims NONE	NO
Industrial Applicability (IA)	Claims 1-94	YES
	Claims NONE	NO

2. Citations and Explanations (Rule 70.7)

Claims 1 through 94 meet the criteria set out in PCT Article 33(2)-(3), because the prior art does not teach or fairly suggest the combination as recited in each of the independent claims 1, 16, 19, 38, 39, 56, 57, 76, 77 and 94.

Claims 1 through 94 meet the criteria set out in PCT Article 33(4), and thus have industrial applicability because the subject matter claimed can be made or used in industry.

INTERNATIONAL PRELIMINARY REPORT ON PATENTABILITY

International application No.

PCT/US04/07033

Box No. I Basis of the report

1. With regard to the language, this report is based on:

- ☐ the international application in the language in which it was filed.
- ☐ a translation of the international application into _____, which is the language of a translation furnished for the purposes of:
- ☐ international search (under Rules 12.3 and 23.1(b))
- ☐ publication of the international application (under Rule 12.4(a))
- ☐ international preliminary examination (under Rules 55.2(a) and/or 55.3(a))

2. With regard to the elements of the international application, this report is based on (replacement sheets which have been furnished to the receiving Office in response to an invitation under Article 14 are referred to in this report as "originally filed" and are not annexed to this report):

- ☒ the international application as originally filed/furnished
- ☒ the description:
- pages 1-52 _____ as originally filed/furnished
- pages* NONE _____ received by this Authority on _____
- pages* NONE _____ received by this Authority on _____
- ☒ the claims:
- pages 33-38 _____ as originally filed/furnished
- pages* NONE _____ as amended (together with any statement) under Article 19
- pages* NONE _____ received by this Authority on _____
- pages* NONE _____ received by this Authority on _____
- ☒ the drawings:
- pages 1/42-42/42 _____ as originally filed/furnished
- pages* NONE _____ received by this Authority on _____
- pages* NONE _____ received by this Authority on _____
- ☐ a sequence listing and/or any related table(s) - see Supplemental Box Relating to Sequence Listing.

3. ☐ The amendments have resulted in the cancellation of:

- ☐ the description, pages _____
- ☐ the claims, Nos. _____
- ☐ the drawings, sheets/figs. _____
- ☐ the sequence listing (specify): _____
- ☐ any table(s) related to the sequence listing (specify): _____

4. ☐ This report has been established as if (some of) the amendments annexed to this report and listed below had not been made, since they have been considered to go beyond the disclosure as filed, as indicated in the Supplemental Box (Rule 70.2(c)).

- ☐ the description, pages _____
- ☐ the claims, Nos. _____
- ☐ the drawings, sheets/figs. _____
- ☐ the sequence listing (specify): _____
- ☐ any table(s) related to the sequence listing (specify): _____

* If item 4 applies, some or all of these sheets may be marked "superceded."

ESTADOS UNIDOS DE AMÉRICA

A QUIEN PUEDA INTERESAR:

Departamento de Comercio de los Estados Unidos

Oficina de Marcas y Patentes

18 de agosto de 2005

POR MEDIO DEL PRESENTE SE CERTIFICA QUE ADJUNTA SE
ENCUENTRA UNA COPIA FIEL DE LOS REGISTROS DE ESTE DESPACHO,
QUE CORRESPONDE A UN DOCUMENTO REGISTRADO EL 03 DE MAYO DE
2004.

Por autoridad del secretario de Comercio para Propiedad
Intelectual, y Director de la Oficina de Marcas y Patentes
de los Estados Unido.

(Fdo.) P. R. GRANT

Funcionario Certificador

Sello de la Oficina de Marcas y Patentes

239

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Al Honorable Comisionado de Marcas Registradas y Patentes.
Favor registrar los documentos originales adjuntos o copia
de los mismos.

1. Nombre de las partes que otorgan la cesión:

H. Thomas Graef, Michael Harty,
Michael S. Johnson, Kenneth Kontor,
Brian Jones, Jon E. Washington,
Damon J. Blackford, y Thomas A. VanKirk

Nombres de cedentes adicionales? [no]

2. Nombre y dirección de la parte beneficiaria de la
cesión:

Diebold, Incorporated

Dirección: 5995 Mayfair Road,

Cuidad: North Canton Estado: OH ZIP: 44720

Se adjuntan nombres o direcciones adicionales? [no]

3. Naturaleza del Traspaso: [x] Cesión

Fecha de ejecución: 23 de abril de 2004

4. Número de solicitud o de registro:

A. Solicitud de Patente No. 60/453,609

B. Patente No.(s)

Se adjuntan números adicionales? [no]

5. Nombre y dirección de la parte a quien se debe dirigir
la correspondencia en relación con el documento:

Nombre: Ralph E. Jocke

Dirección: 231 South Broadway, Ciudad: Medina

Estado: OH Zip: 44256

57
241

6. Total de Solicitudes y Patentes: [1]

7. Total derechos pagados: (37CFR 3.41): US\$40.00

Se autoriza cargo a la cuenta de depósito? [si]

8. Número de la Cuenta donde se hace el cargo: 09-0428
(InterBold)

9. Declaración y firma:

Según mi leal saber y entender, la información precedente
es verídica y cualquier copia adjunta corresponde al
documento original.

(Fdo.) Ralph E. Jocke, Fecha: 05/03/2004

No. Total de páginas incluyendo hoja introductoria: [10]

Registro de Patente No. 014591 Marco: 0808

242
28

PATENTE

Expediente No. D-1222 P

Para: Los Derechos Extranjeros
Con respecto a: Aplicación U.S.
Por parte de: Los Inventores

CESION DEL INVENTO

En contraprestación al pago por parte del cesionario al cedente la suma de un dólar (US 1.00), cuyo recibo se acusa en este documento, y a otras contraprestaciones onerosas,

LOS CEDENTES (INVENTORES): H. Thomas Graef, Michael Harty, Michael S. Johnson, Kenneth Kontor, Brian Jones, Jon E. Washington, Damon J. Blackford y Thomas A. VanKirk, por el presente venden, ceden y transfieren a

LA CESIONARIA:

Diebold, Incorporated

5995 Mayfair Road

North Canton, OH 44720

Nacionalidad: Norteamericana

Y los sucesores, cesionarios y representantes de la cesionaria, la totalidad del derecho, título e interés en los países extranjeros, incluyendo todos los derechos a reclamar prioridad en y cualesquiera mejoras que se revelan en el invento titulado:

243/A

CONFIGURACIÓN DE DISPENSADOR DE EFECTIVO DE MÁQUINA
AUTOMATIZADA DE BANCA

Y que se encuentra en la Aplicación Provisional de patente de los Estados Unidos No. 60/453,609 presentada el 10 de marzo de 2003, y cualquier equivalencia en su respecto en un país internacional, incluyendo el derecho a reivindicar prioridad y en todas las patentes que se obtengan para ese invento basadas en la solicitud antedicha o en cualquier continuación, división, renovación o sustitución de la misma, así como en cualquier patente que se vuelva a expedir o a examinar a ese respecto.

(Cesión de Invención Página 1 de 9)

Registro de Patente: 014591 Marco: 0809

244
60

Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 23 días del mes de abril de 2004.

H. Thomas Graef

Firma del inventor: (Fdo) H. Thomas Graef

Domicilio: Bolivar, Ohio

Dirección de Correspondencia: Box 287

Bolivar, Ohio 44612

Nacionalidad: Norteamericano

(Cesión de Invención Página 2 de 9)
Registro de Patente: 014591 Marco: 0810

245
10

Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 26 días del mes de abril de 2004.

Michael Harty

Firma del inventor: (Fdo) Michael Harty

Domicilio: North Canton, Ohio

Dirección de Correspondencia: 6265 Walnut Ridge Circle NW
North Canton, Ohio 44720

Nacionalidad: Norteamericano

(Cesión de Invención Página 3 de 9)
Registro de Patente: 014591 Marco: 0811

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/g

Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

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EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 24 días del mes de febrero de 2004.

Michael S. Johnson

Firma del inventor: (Fdo) Michael S. Johnson

Domicilio: Akron, Ohio

Dirección de Correspondencia: 5779 Starview Drive
Clinton, Ohio 44216

Nacionalidad: Norteamericano

(Cesión de Invención Página 4 de 9)
Registro de Patente: 014591 Marco: 0812

247 
Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 24 días del mes de febrero de 2004.

Kenneth Kontor

Firma del inventor: (Fdo) Kenneth Kontor

Domicilio: Chesterland, Ohio

Dirección de Correspondencia: 9170 Cedar Road
Chesterland, Ohio 44026

Nacionalidad: Norteamericano

(Cesión de Invención Página 5 de 9)
Registro de Patente: 014591 Marco: 0813

248
[Signature]

Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 23 días del mes de abril de 2004.

Brian Jones

Firma del inventor: (Fdo) Brian Jones

Domicilio: Navarre, Ohio

Dirección de correspondencia: 5870 Richville, SW
Navarre, Ohio 44662

Nacionalidad: Norteamericano

(Cesión de Invención Página 6 de 9)
Registro de Patente: 014591 Marco: 0814

249
/B

Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 24 días del mes de abril de 2004.

Jon E. Washington

Firma del inventor: (Fdo) Jon E. Washington

Domicilio: Akron, Ohio

Dirección de Correspondencia: 6732 Christman Road
Clinton, Ohio 44216

Nacionalidad: Norteamericano

(Cesión de Invención Página 7 de 9)
Registro de Patente: 014591 Marco: 0815

250
250
Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 24 días del mes de febrero de 2004.

Damon J. Blackford

Firma del inventor: (Fdo) Damon J. Blackford

Domicilio: Akron, Ohio

Dirección de Correspondencia: 1090 Sanborn DR.

Akron, Ohio 44333

Nacionalidad: Norteamericano

(Cesión de Invención Página 8 de 9)
Registro de Patente: 014591 Marco: 0816

Los cedentes por el presente afirman que no se ha efectuado ninguna cesión, venta, acuerdo o gravamen que podría estar en conflicto con esta cesión, y se comprometen a que esto no sucederá.

Los cedente se comprometen además a que, a solicitud de la cesionaria suministrará oportunamente todos los hechos y documentos pertinentes relacionados con el invento y con las patentes equivalentes legales que sean de su conocimiento o a los cuales tengan acceso y se comprometen a atestiguar sobre los mismos en cualquier interferencia, litigio o proceso relacionado con dicho invento y a firmar y entregar prontamente a la cesionaria, o a sus representantes legales, todos y cualesquiera documentos, instrumentos o declaraciones juradas que se requieran para obtener, mantener expedir y hacer valer la solicitud de patente, el invento, y las patentes o equivalentes de las mismas que sean necesarias o convenientes para lleva a cabo los propósitos allí contemplados.

EN FE DE LO CUAL, firmo de mi puño y letra y estampo mi sello a los 24 días del mes de febrero de 2004.

Thomas A. VanKirk

Firma del inventor: (Fdo) Thomas A. VanKirk

Domicilio: Wooster, Ohio

Dirección de Correspondencia: 6299 Secrest Road.

Wooster, Ohio 44691

Nacionalidad: Norteamericano

(Cesión de Invención Página 9 de 9)
Registro de Patente: 014591 Marco: 0817

252/86

APOSTILLA

(Convención de La Haya del 5 de octubre de 1961)

1. País: Estados Unidos de América

El presente documento público

2. fue firmado Por: P.R. Grant

3. Actuando en su calidad de Funcionario de
Certificaciones.

4. Lleva el sello de la Oficina de Marcas y Patentes de
los Estados Unidos

Se certificó:

5. En Washington, D.C.

6. El primero de septiembre de 2005

7. Por parte del funcionario de autenticaciones del
Departamento de Estados Unidos

8. Bajo el número 05030148-14

9. Aparece sello del Departamento de Estados Unidos de
América

10. Firmado por Sonya N. Johnson

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

JA 25

1. Country: *United States of America*

This public document

2. has been signed by P. R. Grant

3. acting in the capacity of Certifying Officer

4. bears the seal/stamp of Patent and Trademark Office

Certified

5. at Washington, D.C.

6. the first of September, 2005

7. by *Assistant Authentication Officer, United States Department of State*

8. No. 05030148-14

9. Seal/Stamp:

10. Signature:

Sonya N. Johnson
Sonya N. Johnson

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THE UNITED STATES OF AMERICA

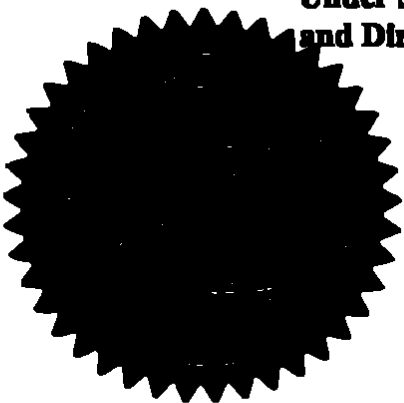
TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

August 18, 2005

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
May 03, 2004.**

**By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office**



P. R. Grant

**P. R. GRANT
Certifying Officer**

255

Form PTO-1500 (Rev. 5-03) OMB No. 0551-0011 (imp. 4-04)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): H. Thomas Graf, Michael Harty, Michael S. Johnson, Kenneth Kontor, Brian Jones, Jon B. Washington, Damon J. Blackford, and Thomas A. VanKirk Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No			2. Name and address of receiving party(ies): Diebold, Incorporated Name: _____ Internal Address: _____ _____ _____ Street Address: <u>5995 Mayfair Road</u> _____ City: <u>North Canton</u> State: <u>OH</u> ZIP: <u>44720</u> _____ Additional name(s) & address(es) attached? ☐ Yes ☒ No		
3. Nature of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other _____ Execution Date: <u>April 23, 2004</u>			4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>60/453,609</u> B. Patent No.(s) _____ Additional numbers attached? ☐ Yes ☒ No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Ralph E. Jocke</u> Internal Address: _____ _____ _____ Street Address: <u>231 South Broadway</u> _____ City: <u>Medina</u> State: <u>OH</u> ZIP: <u>44256</u>			6. Total number of applications and patents involved: ☒ 1 7. Total fee (37 CFR 3.41) \$ <u>40</u> ☐ Enclosed ☒ Authorized to be charged to deposit account 8. Deposit account number: <u>09-0428 (InterBold)</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Ralph E. Jocke</u>  <u>5/3/2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: ☒ 1					

This document is to be recorded with original cover sheet information on
Compendium of Patents & Trademarks, their Assignments
Washington, D.C. 20530

Form PTO-1500-Recordation Form Cover Sheet - page 1 of 2

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PATENT
REEL: 014591 FRAME: 0808

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Walker & Jocke

0003

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Practitioner's Docket No. D-1222 P

PATENT

For: Foreign Rights
For: U.S. Application
By: Inventors

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS: H. Thomas Graef, Michael Harty, Michael S. Johnson, Kenneth Kontor, Brian Jones, Jon E. Washington, Damon J. Blackford, and Thomas A. VanKirk, hereby sell, assign and transfer to

ASSIGNEE:

Diebold, Incorporated
3995 Mayfair Road
North Canton, OH 44720
Nationality: U.S.

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled

AUTOMATED BANKING MACHINE CURRENCY DISPENSER ARRANGEMENT

and which is found in U.S. Provisional Patent Application 60/453,609 filed March 10, 2003, and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any renewal or re-examination thereof.

(Assignment of Invention—page 1 of 4)

PATENT
REEL: 014591 FRAME: 0809

257573

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 23 day of April 2004.

H. Thomas Graf

Inventor's Signature: H. Thomas Graf

Residence: Bolivar, Ohio

Post Office Address: Box 287
Bolivar, Ohio 44612

Nationality: U.S.

(Assignment of Invention—page 2 of 4)

PATENT
REEL: 014691 FRAME: 0810

05/03/2004 17:09 FAX 3307226446

Walker & Jocke

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005

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 26 day of April 2004.

Michael Harty

Investor's Signature: Michael J. Harty

Residence: North Canton, Ohio

Post Office Address: 6245 Walnut Ridge Circle NW
North Canton, Ohio 44720

Nationality: U.S.

(Assignment of Invention—page 3 of 4)

PATENT
REEL: 014591 FRAME: 0811

05/03/2004 17:09 FAX 3307226448

Walker & Jocke

2008

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 24th day of February 2004.

Michael S. Johnson

Inventor's Signature: *Michael S. Johnson*

Residence: Akron, Ohio

Post Office Address: ~~1003 Eagle Drive~~ 5779 Starview Drive
~~Akron, Ohio 44312~~ Clinton, Ohio 44216

Nationality: U.S.

(Assignment of Invention—page 4 of 9)

PATENT
REEL: 014691 FRAME: 0812

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05/03/2004 17:08 FAX 3307226448

Walker & Jocke

007

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

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IN WITNESS WHEREOF, I have hereunto set hand and seal this 24th day of February 2004.

Kenneth Kontor

Inventor's Signature: Kenneth C. Kontor

Residence: Chesterland, Ohio

Post Office Address: 9170 Cedar Road
Chesterland, Ohio 44026

Nationality: U.S.

(Assignment of Invention—page 3 of 4)

PATENT
REEL: 014591 FRAME: 0813

08/03/2004 17:10 FAX 3307226440

Walker & Jocke

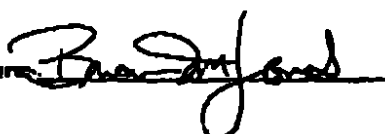
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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 23 day of April 2004.

Brian Jocke

Inventor's Signature: 

Residence: Navarre, Ohio

Post Office Address: 5870 Richville Drive SW
Navarre, Ohio 44662

Nationality: U.S.

(Assignment of Invention—page 6 of 9)

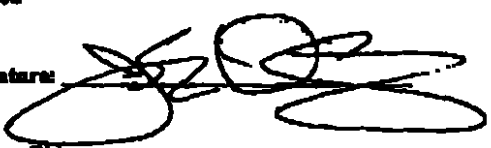
PATENT
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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

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IN WITNESS WHEREOF, I have hereunto set hand and seal this 21st day of April 2004.

Jon E. Washington

Inventor's Signature: 

Residence: Akron, Ohio

Post Office Address: 6732 Christmas Road
Clinton, Ohio 44316

Nationality: U.S.

(Assignment of Invention—page 7 of 9)

PATENT
REEL: 014591 FRAME: 0815

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Walker & Jocke

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[Handwritten signature]
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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 24th day of February 2004.

Damon J. Blackford

Inventor's Signature: *Damon J. Blackford*

Residence: Akron, Ohio

Post Office Address: ~~514 Clearbrook Drive~~ 1090 Samburg Dr.
Akron, Ohio 44312 44333

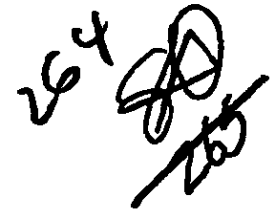
Nationality: U.S.

(Assignment of Invention—page 3 of 4)

PATENT
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Walker & Jocke

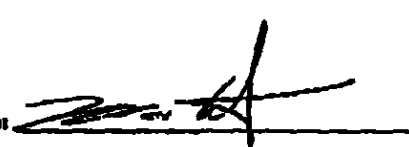
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ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 24th day of February 2004.

Thomas A. VanKirk

Inventor's Signature: 

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Post Office Address: 6299 Secret Road
Wooster, Ohio 44691

Nationality: U.S.

(Assignment of Invention—page 9 of 9)

RECORDED: 05/03/2004

PATENT
REEL: 014591 FRAME: 0817

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Folio 265

REPUBLICA DE COLOMBIA
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

2020
Bogotá D.C.,

Doctor(a)
OLARTE GARCIA CARLOS REINALDO
Apoderado(a) y/o Representante de
DIEBOLD INCORPORATED

REFERENCIA	Radicación No.	05 91349
	Solicitud internacional	US2004/007035
	Fecha inicio fase nacional	10/10/2005
	Trámite	11
	Evento	379
	Actuación	416
	Oficio No.	2316
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase
Dado en Bogotá DC,

26 DIC. 2006

ALIX CARMENXA CESPEDES DE VERGEL
Jefe de la división de Nuevas Creaciones

adpa10