

08-07-1998

Attorney-Docket No. D-4808



100788631

OFFICE

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

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| <p>1. Name of conveying party(ies):</p> <p>M. CHAD HARSHBARGER HARL DONLEY NATHAN L. SCHULER MICHAEL P. LASECKI</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Navistar International Transportation Corp. Law Offices-13 455 N. Cityfront Plaza Drive Chicago, IL 60611-5594</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Execution Date: June 24 and 25, 1998</p> | |
| <p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____</p> <p>A. Patent Application No. (s) 09/109,431</p> <p>B. Patent No. (s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Dennis K. Sullivan Navistar International Transportation Corp. Law Offices - 13 455 N. Cityfront Plaza Drive Chicago, IL 60611-5594</p> | <p>6. Total number of applications and patents involved: [1]</p> <p>7. Total fee (37 CFR 3.41) \$40.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be changed to deposit account</p> <p>8. Deposit account number: <u>14-0603</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
| <p>9. Statement and signature.</p> <p>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.</p> <p><u>Monique Tk. Chan</u> <u>Monique Tk. Chan</u> <u>July 30, 1998</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document [4]</p> | |

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JOINT ASSIGNMENT

WHEREAS, (1) M. Chad Harshbarger, (2) Harl Donley, (3) Nathan L. Schuler, and (4) Michael P. Lasecki

residing, respectively, at (1) 6211 Graysford Place, Fort Wayne, Indiana 46835, (2) 4313 Ort Drive, Woodburn, Indiana 46797, (3) 9135 Patty Place, Fort Wayne, Indiana 46804, and (4) 3415 Delray Drive, Fort Wayne, Indiana 46815

(hereinafter referred to as ASSIGNORS) have invented certain new and useful improvements in NAVISTAR Docket No. D-4808 entitled:

Hybrid Electric Vehicle Drive Motor Mounting Module

for which they are about to make application for Letters Patent in the United States, said application having a Declaration and Power of Attorney executed by ASSIGNORS respectively (1) on the 25 day of June, 1998; (2) on the 25 day of June, 1998; (3) on the 25th day of JUNE, 1998; and (4) on the 29 day of JUNE, 1998;

or is identified subsequent to filing in the United States Patent and Trademark Office as Serial No. 69/009,431 filed 7/2/98, and

WHEREAS, NAVISTAR INTERNATIONAL TRANSPORTATION CORP., a corporation existing under the laws of the State of Delaware, (hereinafter referred to as NAVISTAR) having its principal place of business at 455 North Cityfront Plaza Drive, Chicago, Illinois 60611, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention or inventions, and any Letters Patent granted hereon by the United States of America and any foreign country;

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration received by ASSIGNORS from NAVISTAR, the receipt of which is hereby acknowledged by ASSIGNORS, ASSIGNORS do hereby sell, assign, and transfer to NAVISTAR said invention or inventions, said application, divisional applications thereof, continuation applications thereof and any and all Letters Patent of the United States and any foreign country which may be granted therefor, and any reissue or reissues, or extension or extensions thereof, together with the right to file applications in, and to acquire Letters Patent in, all countries foreign to the United States in the name of NAVISTAR or as it may direct, and to claim for such foreign applications and Letters Patent the priority date of filing of the said International or United States application under the provisions of the Patent Cooperation Treaty, the International Convention for the Protection of Industrial Property or the European Patent Convention in the countries in which it applies.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or inventions or resulting from said application, or any division or divisions or continuations thereof to NAVISTAR as assignee of the entire interest.

ASSIGNORS hereby authorize NAVISTAR to insert the dates of execution of said application.

ASSIGNORS do hereby covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith.

ASSIGNORS further covenant that they will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or inventions, or any Letters Patent that may be granted therefor in any country in NAVISTAR, and that if NAVISTAR desires to secure a division, reissue, reexamination, or renewal of any such Letters Patent, that a disclaimer relating thereto should be filed, or make application for a corresponding patent in any foreign country, that they will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the application for such division, reissue, reexamination, or extension and the procuring thereof, or for the filing of such disclaimer or foreign patent application without further compensation, but at the expense of NAVISTAR.

ASSIGNORS do further covenant and agree that they will, at any time, upon request, communicate to NAVISTAR any facts relating to said invention or inventions and Letters Patent, or the history thereof known to them, and testify as to the same in interferences or other litigation when requested so to do.

This assignment shall inure to the benefit of NAVISTAR, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNORS, their heirs and legal representatives.

IN WITNESS WHEREOF, they have executed this instrument.

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|-----|----------------------------|-----------------------------|---------------------------|
| (1) | <u>M. Chad Harshbarger</u> | this <u>25TH</u> | day of <u>JUNE</u> , 1998 |
| (2) | <u>Harold R. R. R.</u> | this <u>25TH</u> | day of <u>JUNE</u> , 1998 |
| (3) | <u>John L. R. R.</u> | this <u>25TH</u> | day of <u>JUNE</u> , 1998 |
| (4) | <u>William E. Barnum</u> | this <u>29TH</u> | day of <u>JUNE</u> , 1998 |

State of Indiana)
)ss:
County of Allen)

On this 25 day of JUNE, 1998, before me personally came M. Chad Harshbarger, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

William E. Barnum
Notary Public

WILLIAM E. BARNUM
Notary Public, State of Indiana
My Commission Expires Nov. 1, 2001

State of Indiana)
)ss:
County of Allen)

On this 25 day of JUNE, 1998, before me personally came Harl Donley, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

William E. Barnum
Notary Public

WILLIAM E. BARNUM
Notary Public, State of Indiana
My Commission Expires Nov. 1, 2001

State of Indiana)
)ss:
County of Allen)

On this 25 day of JUNE, 1998, before me personally came Nathan L. Schuler, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

William E. Barnum
Notary Public

WILLIAM E. BARNUM
Notary Public, State of Indiana
My Commission Expires Nov. 1, 2001

State of Indiana)
)ss:
County of Allen)

On this 29th day of June, 1998, before me personally came Michael P. Lasecki, to me personally known, and known to me to be the individual described in and who executed the foregoing assignment, and acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

David L. Throck
Notary Public

DAVID L. THROCK
Notary Public, State of Indiana
My Commission Expires Nov. 1, 2001