FORM <b>PTO-1595</b> (Rev. 6-93)	REC( 08-21	-1998 HEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office			
OMB No. 0651-0011 (exp. 4/94)	CARRIE MAN AND AND AND AND AND AND AND AND AND A	to all the fragment of the			
Tab settings ⇒ ⇒ ▼					
To the Honorable Commissione	er of Pater 10079	shed original documents or copy thereof.			
Name of conveying party(ies):		2. Name and address of receiving party(ies)			
Lipe Corporation	4-7-98	Name: Haldex Midland Brake Corporation			
Additional name(s) of conveying party(ies) attached? ☐ Yes 🔏 No		Internal Address:			
3. Nature of conveyance:		A.S. 17			
△ Assignment	☐ Merger	Street Address: 10930 N. Pomona Avenue			
☐ Security Agreement	☐ Change of Name				
Other		City: Kansas City State: MO ZIP: 64153			
Execution Date: April 3, 1	L998	Additional name(s) & address(es) attached? 🖸 Yes 省 No			
4. Application number(s) or pater	nt number(s):				
If this document is being filed t	together with a new application	ion, the execution date of the application is:			
A. Patent Application No.(s)  B. Patent No.(s)					
11					
Additional numbers attached? 🖾 Yes 🔾 No					
Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and patents involved: 2			
Name: Laura Konrath		7. Total fee (37 CFR 3.41)\$ 80.00			
Internal Address: Winston & Strawn					
33rd Floor					
		☐ Authorized to be charged to deposit account			
Street Address: 35 W. Wacker		8. Deposit account number:			
		N/A			
City: Chicago Stat	te: <u>IL</u> <u>ZIP: 60601</u>	(Attach duplicate copy of this page if paying by deposit account)			
08/20/1998 INGUTEN 00000008 4225028		JSE THIS SPACE			
<ol><li>Statement and signature.</li></ol>	10.00 <del>(P</del>				
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.					
Laura Konrath	<u> </u>	Mal 8/11/98			
Name of Person Signing  Signature  Total number of pages including cover sheet, attachments, and document:					

**EXHIBIT A** 

Continuation Ikmy

COUNTRY CODE	PATENT NO.	FILE DATE/ SERIAL NO.	ISSUE DATE	TITLE
USA	4,225,028	11/03/78 05/957,547	9/30/80	Self-adjusting Release Mechanism with Adjustment
USA	4,565,270	12/30/82 06/454,809	1/21/86	Friction Clutch Convertible for either push-type or pull-type disengagement

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS dated as of April 3. 1998 is by and between Lipe Corporation, a Delaware corporation ("Assignor"), and Haldex Midland Brake Corporation, a Delaware corporation ("Assignee").

## **RECITALS:**

- A. Assignor, Assignee and related parties have entered into that certain Asset Purchase Agreement dated as of the date hereof (as amended from time to time in accordance with the terms thereof, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of the Assets (as such term is defined in Section 2.1 of the Purchase Agreement) which are owned by the Assignor.
- B. Assignor has adopted, used and is using the patents which are listed in Exhibit A attached hereto (the "Patents") and which are registered in the United States Patent and Trademark Office as indicated in said Exhibit.
- C. Assignor desires to acquire the full right, title and interest in and to the Patents and any and all registrations thereof whether current, pending, or expired.
- NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:
- 1. <u>Definitions</u>. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.
- 2. <u>Assignment of Patents</u>. In accordance with Section 2.1.4 of the Purchase Agreement, said Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Patents and all the registrations thereof, whether current, renewed or expired, together with the goodwill of the Business symbolized by the Patents.
  - 3. Representations and Warranties. Assignor represents and warrants that:
  - (a) it is the sole record owner of any registrations for the Patents whether current, renewed or expired.
  - (b) it will take whatever actions and provide any information necessary, as reasonably determined by Assignee, to ensure that Assignee can register, renew registration, or file any documents necessary regarding the Patents assigned herein with the appropriate state or federal agencies or offices.

305159.2

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Patents to be duly executed as of the date first written above.

LIPE CORPORATION

By:\_\_\_\_\_

HALDEX MIDLAND BRAKE CORPORATION

Title:

2

305159.2

PATENT REEL: 9375 FRAME: 0933

## WINSTON & STRAWN

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WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

August 11, 1998

## **CERTIFIED MAIL/R.R.R.**

Commissioner of Patent and Trademarks U.S. Patent and Trademark Office Washington D.C. 20231

Attn: Patent Assignment Department

Re:

Haldex/Lipe Corporation

Dear Commissioner:

Enclosed is an Assignment of Patents together with a check in the amount of \$80.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath WINSTON & STRAWN 35 W. Wacker Drive Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,

WIJISTON & STRAWN

Laura L. Konrath Senior Legal Assistant

LLK/nak Enclosures

PATENT

REEL: 9375 FRAME: 0934

RECORDED: 08/17/1998