

08-19-1998

MRD

RE



COVER SHEET

8-13-98

100782752

Y

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

1. Name of conveying party(ies):  
**JOSEPH H LACO, SAMUEL E RECKLEY & TERENCE L PARSONS**

Additional name(s) of conveying party(ies) attached?  
 yes  no

2. Name and address of receiving party(ies):  
Name: **The Goodyear Tire & Rubber Company**  
Internal Address: **Department 823**

Street Address: **1144 East Market Street**

City: **Akron** State: **OH** Zip: **44316**

Additional name(s) & address(es) attached?  yes  no

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: **DECEMBER 1, 5<sup>TH</sup> & 8, 1997**

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) **29/081,226**

B. Patent No.(s)

Additional numbers attached?  yes  no

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **The Goodyear Tire & Rubber Company**  
Internal Address: **Dept 823 - Docket DN1997-209**

Street Address: **1144 East Market Street**  
City: **Akron** State: **OH** Zip: **44316-0001**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) . . . . . **\$ 40.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: **07-1725**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*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.*

T P LEWANDOWSKI No 26,478  
Name of Person Signing

Signature

**8/11/98**  
Date

Total number of pages including cover sheet, attachments, and document: **3**

Docket No. DN1997209  
Serial No. 29107-326  
Filed Dec 14 1997

### ASSIGNMENT

WHEREAS, WE, Ronald Thomas Harris, Patrick Joseph King, Paul Keyser Blackiston, III,  
Mark Andrew Murphy, Joseph Henry Laco, Samuel Eubanks Reckley and Terrence Lee Parsons  
of HC86, Box 37-A, Greenspring, West Virginia 26722; 209 Sunset Drive, Cumberland, Maryland 21502;  
Rt 2, Box 239R, Ridgeley, West Virginia 26753; 1 Catamaran Court, Ridgeley, West Virginia 26753;  
14716 Main Street, Chesaptown, Maryland 21502; 3 North Woodlawn Avenue, LaVale, Maryland 21502;  
P O Box 627, Fort Ashby, West Virginia 26719-0627 have invented certain improvements in TIRE TREAD,  
and described in a patent application executed the 15<sup>th</sup> day of December, 1997 by the undersigned  
for filing in The United States of America, being owner(s) of all right, title and interest in and to said application  
and in and to any invention described therein and having full right to convey the entire interest both legal and  
equitable herein assigned; and

WHEREAS, THE GOODYEAR TIRE & RUBBER COMPANY, of Akron, Ohio 44316, a corporation of  
the State of Ohio (assignee) is desirous of acquiring the entire right, title and interest in and to said application and  
said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned,  
the undersigned does (do) hereby sell, assign, transfer and set over unto said assignee, its successors and assigns,  
the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application,  
in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in  
any foreign country based thereon, including the right to file said foreign applications under the provisions of the  
International Convention; also the entire right, title and interest in and to any and all patents or reissues or  
extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any  
divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or  
inventions in this or any foreign country; and the undersigned hereby authorize(s) and request(s) the issuing  
authority to issue any and all patents on said application or applications to said assignee or its successors and  
assigns.

The undersigned further agree(s) to execute all divisional, continuing, substitute, improvement,  
extension, reissue and other patent applications in this or any foreign country relating to said application or  
invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but  
without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this  
Assignment fully effective including by way of example, but not of limitation, the following acts:

- (1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable  
by the assignee to further the prosecution of any application or applications for letters patent relating to  
the subject matter of this Assignment;
- (2) To co-operate to the best of my (our) ability in the execution of all lawful documents, the production of  
evidence, and the giving of testimony in interference, opposition, nullification or infringement  
proceedings involving the said invention or improvement, applications or patents or any of them.

The undersigned hereby authorize(s) said assignee to insert in this Assignment the serial number and  
filing date of the above-identified application when known.

IN WITNESS WHEREOF, the undersigned has (have) hereunto set his (their) hand(s) and seal(s) on the  
date(s) set after his (their) signature(s).

<u>Joseph H. Laco</u>	(L.S.)	<u>Joseph Henry Laco</u>	, <u>Dec 5</u>	19 <u>97</u>
WITNESS		Joseph Henry Laco		
<u>Samuel Eubanks Reckley</u>	(L.S.)	<u>Samuel Eubanks Reckley</u>	, <u>Dec 1</u>	19 <u>97</u>
WITNESS		Samuel Eubanks Reckley		
<u>Terrence Lee Parsons</u>	(L.S.)	<u>Terrence Lee Parsons</u>	, <u>11/15</u>	19 <u>97</u>
WITNESS		Terrence Lee Parsons		
_____	(L.S.)	_____		19 _____
WITNESS				

State of Maryland )  
County of Allegany ) SS:

On this 26th day of December, 19 97, before me personally appeared Joseph Henry Laco

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Jerry A. Bennett  
Notary Public  
**MY COMMISSION EXPIRES  
09/09/2000  
JERRY A. BENNETT**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS:

On this 1st day of December, 19 97, before me personally appeared Samuel Eubanks Reckley

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Jerry A. Bennett  
Notary Public

State of Maryland )  
County of Allegany ) SS:

**MY COMMISSION EXPIRES  
09/09/2000  
JERRY A. BENNETT**

On this 30th day of December, 19 97, before me personally appeared Terrence Lee Parsons

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Jerry A. Bennett  
Notary Public

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS:

**MY COMMISSION EXPIRES  
09/09/2000  
JERRY A. BENNETT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared \_\_\_\_\_

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

\_\_\_\_\_  
Notary Public