

02-17-1999



100965979

Docket No. 1948-4542  
Document ID No.: 100843039

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s) : Valeo Vision  
Serial No. : See Attached List Group Art Unit: N/A  
Filed : See Attached List Examiner: N/A  
For : See Attached List

**RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 3.31**

Hon. Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party/parties:

Valeo Vision

2. Name and address of receiving party/parties:

Name Valeo Wiper Systems, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4100 North Atlantic Boulevard

City Auburn Hills State Michigan ZIP 48326

Name \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

[ ] Additional names and addresses attached.

3. Name of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement  
☐ Change of Name ☒ Other Assignment of Valeo Contributed  
Intellectual Property – copy attached  
Execution Date: December 31, 1997

4. Application Number(s) or Patent Number(s):

☐ This document is being filed together with a new application which was executed on \_\_\_\_\_.

☐ Patent Application No.(s) \_\_\_\_\_.

☒ Patent No.(s) See attached list \_\_\_\_\_.

5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, New York 10154

6. Total number of applications and patents involved: 16 \_\_\_\_\_.

7. Total fee (37 CFR §3.41): \$40.00 property x 16 property(ies) = \$ 640.00 \_\_\_\_\_.

☒ A check in the amount of \$ 640.00 to cover the recordation fee is enclosed.

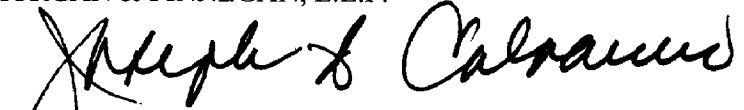
☐ Charge fee to Deposit Account No. 13-4500. Order No. \_\_\_\_\_.

☒ The Commissioner is hereby authorized to charge any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 1948-4542.

8. 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.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.



Dated: February 8, 1998

By: Joseph A. Calvaruso

Registration No. 28,287

CORRESPONDENCE ADDRESS:

Total number of pages including the recordation cover sheet 12

MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, New York 10154  
(212) 758-4800  
(212) 751-6849 Facsimile

The following list of Patents is to be assigned to VALEO SYLVANIA, L.L.C..

ISSUED PATENTS

<u>Patent No.</u>	<u>Date Issued</u>
4,186,428	January 20, 1980
4,276,583	June 30, 1981
4,238,817	December 9, 1980
4,193,659	March 18, 1980
4,308,574	December 29, 1981
4,276,585	June 30, 1981
4,261,031	July 4, 1981
4,264,944	April 28, 1981
4,272,801	June 9, 1981
4,321,658	March 23, 1982
4,293,897	October 6, 1981
4,336,571	June 22, 1982
4,351,018	September 21, 1982
4,344,119	August 10, 1982
4,369,488	January 18, 1983
4,345,303	August 17, 1982

10-02-1998



100843039

Docket No. 1948-4542  
10/02/98 PM 3:30

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant(s) : Valeo Vision  
Serial No. : See Attached List Group Art Unit: N/A  
Filed : See Attached List Examiner: N/A  
For : See Attached List

RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 3.31

Hon. Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party/parties:

Valeo Vision

2. Name and address of receiving party/parties:

Name Valeo Wiper Systems, Inc.

Internal Address:

Street Address: 4100 North Atlantic Boulevard

City Auburn Hills State Michigan ZIP 48326

Name

Internal Address:

Street Address:

City State ZIP

[ ] Additional names and addresses attached.

3. Name of conveyance: [ x ] Assignment [ ] Merger [ ] Security Agreement

419160\_1

PATENT  
REEL: 9748 FRAME: 0964

10/02/1998 T10M11 00000010 4186428 640.00 0P  
01 FC:581

☐ Change of Name      ☒ Other Assignment of Valeo Contributed  
Intellectual Property – copy attached

Execution Date: \_\_\_\_\_

4. Application Number(s) or Patent Number(s):

☐ This document is being filed together with a new application which was executed on \_\_\_\_\_.

☐ Patent Application No.(s) \_\_\_\_\_.

☒ Patent No.(s) See attached list \_\_\_\_\_.

5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, New York 10154

6. Total number of applications and patents involved: 16 \_\_\_\_\_.

7. Total fee (37 CFR §3.41): \$40.00 property x 16 property(ies) = \$ 640.00 \_\_\_\_\_.

☒ A check in the amount of \$ 640.00 to cover the recordation fee is enclosed.

☐ Charge fee to Deposit Account No. 13-4500. Order No. \_\_\_\_\_.

☒ The Commissioner is hereby authorized to charge any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 1948-4542 \_\_\_\_\_.

8. 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.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.

Dated: September 24, 1998 \_\_\_\_\_

By: Joseph A. Calvaruso \_\_\_\_\_  
Registration No. 28,287 \_\_\_\_\_

CORRESPONDENCE ADDRESS:

Total number of pages including the recordation cover sheet 12 \_\_\_\_\_

MORGAN & FINNEGAN, L.L.P.  
345 Park Avenue  
New York, New York 10154  
(212) 758-4800  
(212) 751-6849 Facsimile

## ASSIGNMENT OF VALEO CONTRIBUTED INTELLECTUAL PROPERTY

This Assignment of Contributed Intellectual Property ("Assignment"), dated as of December 31, 1997, is an assignment of the Contributed Intellectual Property (as defined below) from VALEO VISION ("VALEO VISION"), having its principal place of business at 34, rue St. André, 93012 Bobigny, France (formerly known as Cibie Projecteurs, having its principal place of business at 17 rue Henri Gautier, 93012 Bobigny, France) to VALEO WIPER SYSTEMS, INC., a Delaware corporation ("Valeo Wiper Systems"), having its principal place of business at 4100 North Atlantic Boulevard, Auburn Hills, Michigan 48326.

WHEREAS, Osram Sylvania Inc. ("OSI"), a Delaware corporation, VALEO S. A. a *société anonyme* organized under the laws of France, and Valeo Sylvania, L.L.C., a Delaware limited liability company (the "Company"), have entered into an Asset Contribution and Joint Venture Agreement dated as of December 18, 1997 (the "Asset Contribution Agreement"), providing, among other things, for the contribution, assignment, transfer and delivery to the Company on the date hereof of the Lighting Systems Business (as defined below) of VALEO S.A. and its Affiliates, including all of the right, title and interest of VALEO S.A. and its Affiliates in and to the Valeo Contributed Intellectual Property;

WHEREAS, to facilitate the transfer of the Valeo Contributed Intellectual Property to the Company pursuant to the Asset Purchase Agreement, VALEO VISION desires to transfer the Valeo Contributed Intellectual Property to Valeo Wiper Systems;

NOW, THEREFORE, for the purpose of effecting such contribution, assignment, transfer and delivery pursuant to the Asset Contribution Agreement and for good and valuable consideration, the adequacy and receipt of which VALEO hereby acknowledges, VALEO VISION makes the following assignment of the Valeo Contributed Intellectual Property to Valeo Wiper Systems:

1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to it in the Asset Contribution Agreement. "Valeo Contributed Intellectual Property" shall mean those patents set forth on Schedule A attached hereto.
2. Assignment of the Valeo Contributed Intellectual Property. VALEO VISION hereby contributes, assigns, transfers, conveys, grants, sets over, releases, delivers and confirms unto Valeo Wiper Systems, its successors and assigns, forever, VALEO VISION's entire right, title and interest in, to and under Valeo's Contributed Intellectual. This assignment shall include VALEO VISION's entire right, title and interest in and to: (i) any reissue patent of a patent assigned hereunder; (ii) the inventions described and claimed in each patent application assigned hereunder; and (iii) all causes of action for infringement of any of the patents assigned hereunder or unfair competition regarding such patents. The Valeo Contributed Intellectual Property assigned hereunder shall be held and enjoyed by Valeo Wiper Systems for its own use and for the use of its successors and assigns for the life of such patent, as fully and entirely as the same would have been held and enjoyed by VALEO VISION had this assignment not been made.

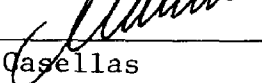
  
PATENT

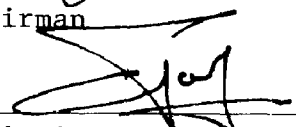
REEL: 9748 FRAME: 0966

3. Survival of Representations and Warranties. All representations and warranties made by VALEO relating to Valeo's Contributed Intellectual Property assigned pursuant to Section 2 of this Assignment shall survive the execution and delivery of this Assignment.
4. Obligations and Liabilities Assumed. In consideration for the assignment made by VALEO pursuant to Section 2 hereof, Valeo Wiper Systems hereby assumes all liabilities that relate to or arise from the Valeo Contributed Intellectual Property.
5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.
6. No Third Party Rights. This assignment is intended to be solely for the benefit of VALEO, Valeo Wiper Systems and the Company and is not intended to confer any benefits upon, or create any rights in favor of, any other Person, except as expressly provided to the contrary elsewhere in this Assignment or in the Asset Contribution Agreement.
7. Asset Contribution Agreement Controlling. In the event of any conflict between the terms of the Asset Contribution Agreement and the terms of this Assignment, the terms of the Asset Contribution Agreement shall prevail.
8. Successors and Assigns. This Assignment shall bind and inure to the benefit of VALEO, Valeo Wiper Systems and the Company and their respective successors and assigns.
9. Attachment. This Assignment consists of nine (9) pages, including attached Schedule A. Schedule A sets forth a complete list of Valeo's Contributed Intellectual Property in order to comply (or more fully comply) with the requirements for recording assignments with the United States and Canadian Patent and Trademark Offices.
10. Future Patent Registrations. VALEO hereby authorizes and requests the United States and Canadian Commissioners of Patents to issue to Valeo Wiper Systems, its successors or assigns any reissue patent resulting from a patent assigned to Valeo Wiper Systems hereunder.

IN WITNESS WHEREOF, VALEO and Valeo Wiper Systems have caused this Assignment to be duly executed as of the day and year first above written.

VALEO VISION

By:   
Name: Felix Casellas  
Title: Chairman

By:   
Name: Christian Voegell  
Title: Director

**Schedule A**

**VALEO CONTRIBUTED INTELLECTUAL PROPERTY**

1. Contributed Intellectual Property.
2. Translation into English of subject matter of Patents listed in 1.

MAN  
AEG



SIGNIFICATION DES ABREVIATIONS  
UTILISEES DANS LA COLONNE « ETAT »

- DD : dépôt en cours
- DEP : demande déposée, non encore publiée (brevet non délivré)
- PUB : demande publiée (brevet non délivré)
- DLV : brevet délivré
- DES : une demande de brevet européen ou une demande selon le traité PCT désigne l'état concerné (à ce stade, protection potentielle seulement)

ACC  
MAN  
IT

## BREVETS EN VIGUEUR

balpub	Numpub	Datdiv	Numdiv	Datexp	Exp	Observation
--------	--------	--------	--------	--------	-----	-------------

ALL  
~~MA~~

Société : VALEO VISION

BREVETS EN VIGUEUR

Ref. Interne	Pays	Vole	Datdep	Nundep	Datpub	Nundiv	Datexp	Etat	Observations
CIBIE 498	B	US	BN	01/06/1979	44821	09/06/1981	4272801	01/06/1999	DLV
									BO PROJ
CIBIE 506	C	US	BN	15/11/1979	94410	23/03/1982	4321658	15/11/1989	DLV
									BO PROJ
CIBIE 508	C	US	BN	31/01/1980	117000	06/10/1981	4293897	31/01/2000	DLV
									BO PROJ
CIBIE 510	C	US	BN	11/03/1980	158500	22/06/1982	4336571	11/06/2000	DLV
									BO CORR
CIBIE 512	C	US	BN	24/06/1980	162503	21/09/1982	4351018	24/06/2000	DLV
									BO PROJ
CIBIE 513	C	US	BN	01/07/1980	164899	10/08/1982	4344119	01/07/2000	DLV
		CA	BN	07/07/1980	355650	22/02/1983	1141728	22/02/2000	DLV
									BO PROJ
CIBIE 517	C	US	BN	29/09/1980	191500	18/01/1983	4369488	29/09/2000	DLV
		US	BN	29/09/1980	191489	17/08/1982	4345303	29/09/2000	DLV
									BO PROJ

1310

## SIGNIFICATION DES ABREVIATIONS

### UTILISEES DANS LA COLONNE « ETAT »

### MEANING OF THE TERMS APPEARING IN THE

### COLUMN « STATUS »

- DD : dépôt en cours  
: *in process to be filed*
  
- DEP : demande déposée, non encore publiée (brevet non délivré)  
: *application filed, not yet published*
  
- PUB : demande publiée (brevet non délivré)  
: *the application has been published*
  
- DLV : brevet délivré  
: *the patent is granted*
  
- DES : une demande de brevet européen ou une demande selon le traité PCT désigne l'état concerné (à ce stade, protection potentielle seulement)  
  
: *a protection is sought in the country through an European patent application and/or a PCT application (potential protection only at this stage)*

931

Société : VALEO VISION

BREVETS EN VIGUEUR

CIBIE 478	Réglage à motoregulateur Gearmotor bevelling
CIBIE 480	Projecteur - hauteur dissymétrique Headlamp of asymetrical height
CIBIE 481	Code-route diaphragmé High/low beam headlamp with a diaphragm
CIBIE 488	Boîtier de connexion à charnières pour lampes H1 et H4 Connection box with hinges for H1 and H4 bulbs
CIBIE 491	Projecteur froid : zones aveugles Cold headlamp with blind spots
CIBIE 492	Bloc optique glace à joues Headlamp
CIBIE 493	Glace stries épaisseur constante Fluted lens of constant thickness
CIBIE 497	Projecteur bonnette lèvres - soufflet Headlamp bonnet
CIBIE 498	Projecteur - glace à stries tronconiques Headlamp lens with truncated cone shape flutes
CIBIE 506	Protection de réflecteur - Ecran plastique interne Internal plastic protective shield for headlamp mirrors
CIBIE 508	Bloc réglage encliqueté Snap engaged levelling system
CIBIE 510	Correcteur dynamique Indérégable Foolproof dynamic levelling system
CIBIE 512	Projecteur à miroir intégral Headlamp reflector
CIBIE 513	Projecteur étanche - ballon capuchon Watertight headlamp with sealing cap

1444  
7236

334

CIBIE 517 : Systeme optique déviateur modificateur de repartition lumineuse  
Deviating optical system for changing light distribution

2  
A26  
A47