

RE MPO
2.22.99

02-22-1999



100973069

Docket No. 1948-4542
Document ID No.: 100843041

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Valeo Wiper Systems, Inc.

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 Wiper Systems, Inc.

2. Name and address of receiving party/parties:

Name Valeo Sylvania, L.L.C.

Internal Address: _____

Street Address: 1231 A Avenue North

City Seymour State Indiana ZIP 47274

Name _____

Internal Address: _____

Street Address: _____

City _____ State _____ ZIP _____

[] Additional names and addresses attached.

☐ Change of Name ☒ Other Assignment of Contributed Assets and
Purchased Assets from Valeo Wiper Systems, Inc. to
Valeo Sylvania, L.L.C. – 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:

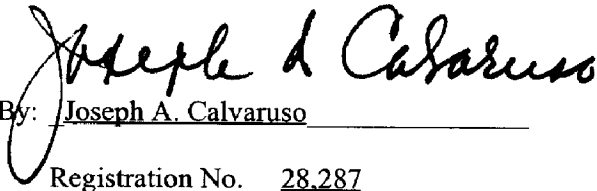
MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154

6. Total number of applications and patents involved: 167. 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.


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

Dated: February 19, 1999

CORRESPONDENCE ADDRESS:

Total number of pages including the recordation cover sheet 19

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

MD 9-29-98

10-02-1998



100843041

Docket No. 1948-4542
FILED 97-11-3-27

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Valeo Wiper Systems, Inc.
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 Wiper Systems, Inc.

2. Name and address of receiving party/parties:

Name Valeo Sylvania, L.L.C.

Internal Address:

Street Address: 1231 A Avenue North

City Seymour State Indiana ZIP 47274

Name

Internal Address:

Street Address:

City State ZIP

☐ Additional names and addresses attached.

3. Name of conveyance: ☒ Assignment ☐ Merger ☐ Security Agreement

419165_1

00000009 4186428
10/02/1998 TT0111
640.00 DP
01 FC:581

PATENT
REEL: 9764 FRAME: 0180

☐ Change of Name ☒ Other Assignment of Contributed Assets and
Purchased Assets from Valeo Wiper Systems, Inc. to
Valeo Sylvania, L.L.C. – copy attached

Execution Date: _____

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

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☐ 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. _____.

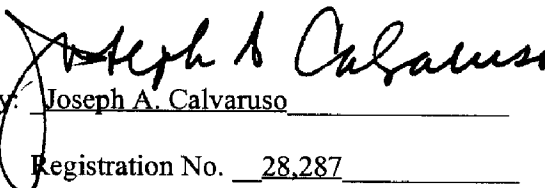
☒ The Commissioner is hereby authorized to charge any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 1948-4542 .

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 19

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 WIPER SYSTEMS, INC.

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

ASSIGNMENT OF CONTRIBUTED ASSETS AND PURCHASED ASSETS

from

VALEO WIPER SYSTEMS, INC.

to

VALEO SYLVANIA, L.L.C.

dated as of

December 31, 1997

*AKA
AEC*

This Assignment of Contributed Assets and Purchased Assets ("Assignment"), dated as of December 31, 1997, is an assignment of all Contributed Assets and Purchased Assets (each as defined below) from VALEO WIPER SYSTEMS, INC. ("Valeo Wiper Systems"), a Delaware corporation and a wholly-owned subsidiary of VALEO S.A. ("VALEO"), a *société anonyme* organized under the laws of France, said Valeo Wiper Systems having its principal place of business at 4100 North Atlantic Boulevard, Auburn Hills, MI 48326, to VALEO SYLVANIA, L.L.C., a Delaware limited liability Company (the "Company"), having its principal place of business at 1231 A Avenue North, Seymour, Indiana 47274.

WHEREAS, Osram Sylvania Inc. ("OSI"), a Delaware corporation, VALEO and 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 and its Affiliates, including all of the right, title and interest of VALEO and its Affiliates in and to the Contributed Assets and the Purchased Assets, together with the goodwill of the VALEO Lighting Systems Business;

WHEREAS, pursuant to a Bill of Sale and Assignment, dated as of the date hereof, Valeo Wiper Systems has purchased the Purchased Assets from OSI and OSRAM Sylvania Products, Inc., a Delaware corporation.

WHEREAS, all of the right, title and interest of VALEO and its Affiliates in VALEO's Contributed Assets and the Purchased Assets are vested in Valeo Wiper Systems; and

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 Wiper Systems hereby acknowledges, Valeo Wiper Systems makes the following assignment of Contributed Assets and Purchased Assets to the Company:

1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned to it in the Asset Contribution Agreement. Without limiting the generality of the foregoing, the term "Contributed Assets" shall have the meaning assigned to it in Section 2.2 of the Asset Contribution Agreement. As used herein, the term "VALEO's Contributed Assets" shall mean all of the Contributed Assets of VALEO and its Affiliates, as defined in the Asset Contribution Agreement.

2. Assignment of the Contributed Assets and the Purchased Assets. Subject to Section 3 of this Assignment, Valeo Wiper Systems hereby contributes, assigns, transfers, conveys, grants, sets over, releases, delivers and confirms unto the Company, its successors and assigns, forever, Valeo Wiper Systems' entire right, title and interest in, to and under VALEO's Contributed Assets and the Purchased Assets, wherever located, as such Assets exist on the date hereof, together with the goodwill of the VALEO Lighting Systems Business. This assignment shall include Valeo Wiper Systems' 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

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patents assigned hereunder or unfair competition regarding such patents. Any patent assigned hereunder shall be held and enjoyed by the Company 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 Wiper Systems had this assignment not been made. VALEO warrants that the right, title and interest assigned to the Company pursuant to this Section 2 constitutes all of the right, title and interest of VALEO and its Affiliates in, to and under VALEO's Contributed Assets and the Purchased Assets.

3. Assets Not Contributed or Assigned. The assets described in Section 2.2(b) of the Asset Contribution Agreement are specifically excepted from VALEO's Contributed Assets transferred to the Company pursuant to Section 2 of this Assignment.

4. Survival of Representations and Warranties. All representations and warranties made by VALEO relating to VALEO's Contributed Assets and the Purchased Assets assigned pursuant to Section 2 of this Assignment set forth in the Asset Contribution Agreement shall survive the execution and delivery of this Assignment.

5. Obligations and Liabilities Assumed. In consideration for the assignment made by Valeo Wiper Systems pursuant to Section 2 hereof, the Company hereby assumes (x) all Liabilities that relate to or arise from VALEO's Contributed Assets or the VALEO Lighting Systems Business, whether or not reflected on the Final VALEO Balance Sheet (as defined in Section 3.1 of the Asset Contribution Agreement), other than Liabilities that are Retained Liabilities, and (y) all Liabilities listed on Schedule 2.1(x) of the Asset Contribution Agreement.

6. Obligations and Liabilities Not Assumed. Nothing expressed or implied in this Assignment shall be deemed to be an assumption by the Company of any Liabilities that are Retained Liabilities.

7. 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.

8. 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.

9. 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.

10. 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.

11. Attachment. This Assignment consists of ten pages, including attached Schedule A. This schedule sets forth a partial list of Valeo Wiper Systems' Contributed Assets

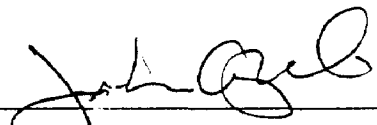
under this Assignment in order to comply (or more fully comply) with the requirements for recording assignments with the United States and Canadian Patent and Trademark Offices. Schedule A contains a list of Valeo Wiper Systems' contributed United States and Canadian patents.

12. Future Patent and Trademark Registrations. Valeo Wiper Systems hereby authorizes and requests the United States and Canadian Commissioners of Patents to issue to the Company any reissue patent resulting from a patent assigned to the Company hereunder.

MDA
AZC

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

VALEO WIPER SYSTEMS, INC.

By: 
Name: Joshua Sherbin
Title: Corporate Secretary

By: 
Name: Gerald Dittrich
Title: Vice President



ACKNOWLEDGMENT

THE STATE OF NEW YORK :
: SS
COUNTY OF NEW YORK :

BEFORE ME, the undersigned Notary Public, personally appeared Joshua Sherbin, known to me (or satisfactorily proven) to be the person who executed the foregoing document, who, having been duly sworn in accordance with law, acknowledged himself to be Corporate Secretary of Valeo Wiper Systems, Inc., a Delaware corporation, and that, being duly authorized to do so, he executed the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal this 31st day of December, 1997.

[Notorial Seal]

Arlene E. Bacci
Notary Public

My commission expires: March 30, 1999

ARLENE E. BACCI
Notary Public, State of New York
No. 4831475
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1999

MAN
AES

ACKNOWLEDGMENT

THE STATE OF MICHIGAN :
 : SS
COUNTY OF OAKLAND :

BEFORE ME, the undersigned Notary Public, personally appeared Gerald Dittrich, known to me (or satisfactorily proven) to be the person who executed the foregoing document, who, having been duly sworn in accordance with law, acknowledged himself to be Vice President of Valeo Wiper Systems, Inc., a Delaware corporation, and that, being duly authorized to do so, he executed the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal this 12th day of JANUARY, 1998.

[Notorial Seal]

Deborah L. Martin
Notary Public

My commission expires: 8/17/98

DEBORAH L. MARTIN
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 08/17/98

MA
KEE

ACCEPTANCE

The foregoing Assignment of Contributed Assets is accepted by Valeo Sylvania, L.L.C. this 31st day of December, 1997.

VALEO SYLVANIA, L.L.C.

By: Valeo Wiper Systems, Inc., a Member

By: 

Name: Joshua Sherbin

Title: Corporate Secretary

By: OSRAM Sylvania Products, Inc., a Member

By: 

Name: James G. Bass

Title: Vice President

MAN
AGE

AGREEMENT

The terms of the foregoing Assignment of Contributed Assets and Purchased Assets are hereby agreed to by VALEO this 31st day of December, 1997.

VALEO

By: 

Name: *Thierry DREUX*

Title: *Group Director of Strategic Operations*

*AAA
AZC*

CGS&H NY FAX RM 1e 31/12/97 04:25 04 NORM Pg: 14/14

FAX reçu de : 212 225 3999 12/30/97 22:38 FAX 212 225 3999

PATENT
REEL: 9764 FRAME: 0191

Schedule A

VALEO CONTRIBUTED INTELLECTUAL PROPERTY

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

MAN
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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)

ALG ALG
MAD 4T

Ref Interne	Pays	Voie	Date dep	Numdep	Delipub	Numpub	Date pub	Numdiv	Date div	Etat	Observations
CIBIE 478 Réglage à motoregulateur											
C	US	BN	02/03/1978	882842			20/01/1980	4189428	02/03/1988	DLV	BO CORR
CIBIE 480 Projecteur - hauteur dissymétrique											
C	US	BN	11/05/1978	904960			30/06/1981	4276583	30/06/1998	DLV	BO PROJ
CIBIE 481 Code route diaphragmé											
C	US	BN	21/06/1978	917756			00/12/1980	4230817	21/06/1998	DLV	BO PROJ
CIBIE 488 Boîtier de connexion à charnières pour lampes 111 et 114											
C	US	BN	04/10/1978	948562			18/03/1980	4103659	04/10/1998	DLV	BO PROJ
	CA	BN	06/10/1978	312890			22/08/1981	1100536	22/09/1998	DLV	
CIBIE 491 Projecteur froid : zones aveugles											
C	US	BN	08/12/1978	967684			20/12/1981	4308574	29/12/1998	DLV	BO PROJ
	CA	BN	21/12/1978	318393			20/08/1981	1109844	29/09/1998	DLV	
CIBIE 492 Bloc optique glace à lous											
C	US	BN	05/03/1979	17305			30/06/1981	4276585	05/03/1998	DLV	BO PROJ
CIBIE 493 Glace stries épaisseur constante											
C	US	BN	06/03/1979	18036			07/04/1981	4261031	06/03/1998	DLV	BO PROJ
CIBIE 497 Projecteur bonnette lèvres - soufflet											
C	US	BN	09/04/1978	28035			28/04/1981	4264044	09/04/1998	DLV	BO PROJ

BREVETS EN VIGUEUR

334
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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)*

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Société : VALEO VISION

BREVETS EN VIGUEUR

CIBIE 478	Réglage à motorégulateur Gearmotor bevelling
CIBIE 480	Projecteur - hauteur dissymétrique Headlamp of asymmetrical height
CIBIE 481	Code-route diaphragmé High/low beam headlamp with a diaphragm
CIBIE 487	Correction orientation projecteur motorcycle 5 : masse pesante Motorcycle headlamp aiming adjustment using a weight
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 indéréglable Foolproof dynamic levelling system
CIBIE 512	Projecteur à miroir intégral Headlamp reflector
CIBIE 513	Projecteur étanche - ballon capuchon Watertight headlamp with sealing cap

1447
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