

06-15-1999

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OMB No. 0651-0011 (exp. 4/94)



09-321176

To the Honorable Commissioner of Patents

101065489

Attached original documents or copy thereof

1. Name of conveying party(ies):

David S. Nyce  
Arnold F. Sprecher, Jr.  
David Edward Shoff

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: MTS SYSTEMS CORPORATION  
Internal Address: 3001 Sheldon Drive  
Cary, North Carolina 27513

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

1400 Technology Drive

City: Eden Prairie State: MN ZIP: 55344

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

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

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)

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David M. Ostfeld  
Internal Address: Chamberlain, Hrdlicka, White,  
Williams & Martin  
1200 Smith Street, Suite 1400  
Houston, Texas 77002-4310

City: Houston State: TX Zip: 77002-4310

6. Total number of applications and patents involved: one (1)

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0697  
(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.

**DAVID M. OSTFELD**  
Name of Person Signing

Signature

**May 14, 1999**  
Date

Total number of pages comprising cover sheet: one (1)

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## ASSIGNMENT

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, we, who have made an invention in **MAGNETOSTRICTIVE LINEAR DISPLACEMENT TRANSDUCER FOR A VEHICLE STRUT SUSPENSION**, assign, sell, transfer and convey to **MTS SYSTEMS CORPORATION**, a corporation having an office in **Eden Prairie, Minnoseta**, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in **MAGNETOSTRICTIVE LINEAR DISPLACEMENT TRANSDUCER FOR A VEHICLE STRUT SUSPENSION**;
2. Our United States of America patent application filed concurrently herewith on said invention, Attorney's File No. 91-326-24, entitled: **MAGNETOSTRICTIVE LINEAR DISPLACEMENT TRANSDUCER FOR A VEHICLE STRUT SUSPENSION**, and executed currently with this Assignment;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future authorized or unauthorized use of said invention and for infringement of said patents and like protection;
7. The right of Assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

**PATENT**

# REEL: 010014 FRAME: 0041

(hereinafter "Rights").

Further, we covenant and agree that we will, at the expenses of Assignee, its successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

(1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and

(2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for reissuance or reexamination of letters patent, and for interference proceedings involving and covering any of the Rights, and

(3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

Further, we warrant that we have the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon us, our heirs, administrators, executors, successors, trustees, devisees and assigns.

Further, this Agreement shall inure to Assignee, its successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

Date: May 15, 1999

By: *David S. Nyce*  
David S. Nyce

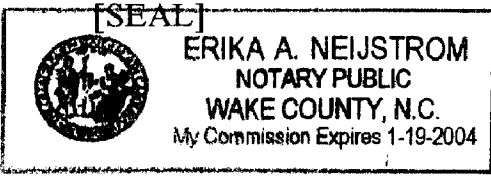
At: Centura Bank

STATE OF North Carolina §

COUNTY OF Wake §

BEFORE ME, the undersigned authority, on this day personally appeared **DAVID S. NYCE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15<sup>th</sup> day of May, 1999.



*Erika A. Neijstrom*  
Notary Public Signature

Notary Printed Name Erika A Neijstrom

Commission Expires 1-19-2004



