



101186774

Docket No. <u>1948-4542</u> Document ID No.: 100843041

9-29-98 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

Name of conveying party/parties:

Sir:

, 1.

419165_1

Please record the attached original documents or copy thereof.

Name and address of receiving	·		
Name Valeo Sylvania, L.L	.с.		
Internal Address:			
Street Address: 1231 A A	venue North		
City Seymour	State Indiana	ZIP 4727	4
Name			
Internal Address:			
Street Address:			
City	State	ZIP	

			e of Name	[x] Other Assignment of Contributed Assets and Purchased Assets from Valeo Wiper Systems, Inc. t Valeo Sylvania, L.L.C. – copy attached
**		Execution	Date:Dece	mber 31, 1997
4.	Applica	ation Number(s) or Patent N	umber(s):	
	[] Tb	is document is being filed to	gether with a	new application which was executed on
[] Patent Application No.(s)				
	[x]Pa	tent No.(s) See attached lis	ı t	
5.	Addres	s all future communications	to:	
		, and the second se	345 Pa	FINNEGAN, L.L.P. ark Avenue New York 10154
6.	Total n	umber of applications and pa	atents involve	d:
7. Total fee (37 CFR §3.41): \$40.00 property x 16 property(ies) = \$ 640.00				property(ies) = \$640.00
	[x]	A check in the amount of	640.00_ to	cover the recordation fee is enclosed.
	IJ	Charge fee to Deposit Acc	ount No. 13-4	500. Order No
	[X]			to charge any additional fees which may be required for thi o Deposit Account No. 13-4500. Order No. 1948-4542.
8.		e best of my knowledge and is a true copy of the original		regoing information is true and correct and any attached
				Respectfully submitted,
				MORGAN & FINNEGAN, L.L.P.
Dated	l: _Febru	ary 19, 1999		By: Joseph A. Calvaruso Calabuso
				Registration No. 28.287
CORI	RESPON	IDENCE ADDRESS:	Total numb	er of pages including the recordation cover sheet19
345 P New ' (212)	ark Aver York, No 758-480	w York 10154		

-2-

419165_1

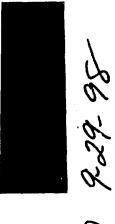


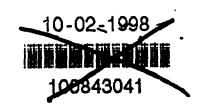
The following list of Patents is to be assigned to VALEO WIPER SYSTEMS, INC.

ISSUED PATENTS

Patent No.	Date Issued
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

419159_1





m Docket No. 1848-4542

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE ROLL AND ENGLES

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:

419165_1

Please record the attached original documents or copy thereof.

Name of conveying party/parti	es:				
Valeo Wiper Systems, Inc.					
Name and address of receiving	g party/parties:				
Name Valco Sylvania, L.L.	c				
Internal Address:					
Street Address: 1231 A Av	: 1231 A Avenue North				
City Seymour	State Indiana	ZIP 47274			
Name			8		
Internal Address:			2 3 3		
Street Address:			\$		
City	State	ZIP	•		
[] Additional names a	and addresses attached.		TOT.		
Name of conveyance: [x]	Assignment [] Merger	[] Security Agreeme	15 14 16 17 18		

PATENT

REEL: 010255 FRAME: 0924

		[] Change		[x] Other Assignment of Contributed Assets and Purchased Assets from Valeo Wiper Systems, Inc. to Valeo Sylvania, L.L.C. – copy attached
		Execution I	Date:	
4.	Applic	ation Number(s) or Patent Nu	ımber(s):	
	ון דון	nis document is being filed to	gether with a	new application which was executed on
	[] Pa	atent Application No.(s)		
	[x]Pa	atent No.(s) See attached lis	<u> </u>	
5.	Addres	ss all future communications	to:	
		M	345 Pa	FINNEGAN, L.L.P. ark Avenue New York 10154
6.	Total r	number of applications and pa	tents involve	d:16
7. Total fee (37 CFR §3.41): \$40.00 property x 16 property(ies) = \$ 640.00				
	[x]	A check in the amount of \$	640.00_ to	o cover the recordation fee is enclosed.
	[]	Charge fee to Deposit Acco	ount No. 13-4	500. Order No
	[X]		•	to charge any additional fees which may be required for this o Deposit Account No. 13-4500. Order No. 1948-4542.
8.		he best of my knowledge and y is a true copy of the original		regoing information is true and correct and any attached
				Respectfully submitted,
				MORGAN & FINNEGAN, L.L.P.
Date	d: <u>Sept</u>	ember 24. 1998		By: Joseph A. Calvaruso
				Registration No28.287
COR	RESPO	NDENCE ADDRESS:	Total num	ber of pages including the recordation cover sheet19
345 l New (212)	Park Ave York, N) 758-48	lew York 10154		
				-2-

419165_1

ASSIGNMENT OF CONTRIBUTED ASSETS AND PURCHASED ASSETS

from

VALEO WIPER SYSTEMS, INC.

to

VALEO SYLVANIA, L.L.C.

dated as of

December 31, 1997





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. <u>Definitions</u>. 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





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. <u>Survival of Representations and Warranties</u>. 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. <u>Asset Contribution Agreement Controlling</u>. 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. <u>Successors and Assigns</u>. 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





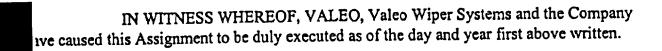
under this Assignment in order to comply (or more fully comply) with the requirements for recording assignments with the United States and Canadian Patent and Trademark Offices. Schedule A contains a list of Valeo Wiper Systems' contributed United States and Canadian patents.

12. <u>Future Patent and Trademark Registrations</u>. 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.

4

ASSA.

4



VALEO WIPER SYSTEMS, INC.

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 31 st day of December, 1997.

[Notorial Seal]

Urlene E. Brece Notary Public

My commission expires: March 30, 1999

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.

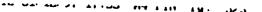
[Notorial Seal]

Notary Public

My commission expires: 8/17/98

DEBORAH L. MARTIN Notary Public-Oakland County, M My Commission Expires 08/17/80







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

DREUX Briefs of Whatezi Operations

SEEC SZZ ZZZ ZZZ ZZZ LEVGEVET

PATENT

REEL: 010255 FRAME: 0933

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

Name: Joshua Sherbin

Title: Corporate Secretary

By: OSRAM Sylvania Products, Inc., a Member

Name. Temps 6

Title: VICE As Pert

. 1

MACE

Schedule A

VALEO CONTRIBUTED INTELLECTUAL PROPERTY

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





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

RECORDED: 09/29/1998

DES: une demande de brevet européen ou une demande selon le traité PCT désigne l'état concerné (à ce stade, protection potentielle seulement)

ACO ACO