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Page 2

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REEL: 010467 FRAME: 0236

ASSIGNMENT

WHEREAS, I, Georg Kwoka, a citizen of the Federal Republic of Germany residing at Weißenportz 2, D-53804 Much, Germany, have made certain inventions or discoveries (or both) in a DIFFERENTIAL-SPEED-DEPENDENT AUTOMATIC COUPLING WITH REDUCTION SWITCHING MEANS for which I have executed an application for U. S. Letters Patent on even date herewith; and

WHEREAS, GKN Viscodrive GmbH, a corporation organized and existing under and by virtue of the laws of the Federal Republic of Germany, and having a place of business at Hauptstraße 150, D-53797 Lohmar, Germany (hereinafter GKN), is desirous of acquiring all rights, title and interest in and to the said application and any inventions or discoveries (or both) therein described and any Letters Patent that may be issued for any inventions or discoveries contained in said application, and of confirming the same or any part thereof heretofore acquired by GKN:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the said Georg Kwoka, have sold, assigned conveyed, transferred and set over and do hereby sell, assign, convey, transfer and set over to GKN, its successors and assigns, all rights, title and interest in and to the said application and any inventions or discoveries (or both) disclosed and/or claimed herein, the rights to apply for patents on said inventions or discoveries (or both) in any foreign countries, the rights to claim for such applications the priority date of any earlier-filed application under any international convention, treaty or agreement and modifications thereof providing therefor, all reissue, substitute, renewal, divisional, continuation and continuation-in-part applications for patents on said inventions or discoveries (or both), and any patents that may be granted on said applications or for said inventions or discoveries (or both) and extensions and renewals thereof in the United States and in any foreign countries, to the full end of the term or terms for which said patents may be issued, extended or renewed, the same to be held and enjoyed by GKN, its successors and assigns, just as it would have been held and enjoyed by me if this assignment had not been made.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue all such U. S. Letters Patent to GKN in accordance with this instrument of Assignment and to vest in GKN, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded.

I hereby represent and warrant, in consideration of the premises, that there are no rights or interests outstanding which are inconsistent with the rights and interests granted herein, and that I will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and I bind myself, and my heirs, executors, administrators and legal

PATENT REEL: 010467 FRAME: 0237 representatives, as the case may be, to execute and deliver to GKN, or its successors or assigns, any further documents or instruments and to do any and all further acts that may be deemed necessary by GKN, or its successors or assigns, to prosecute said application or applications for the said inventions or discoveries, and to vest in GKN, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded.

And I further covenant and agree, in consideration of the premises, that I, my heirs, executors, administrators and legal representatives will at any time upon request communicate to GKN, or its successors or assigns, any facts relating to said inventions and discoveries and the history thereof known to me or my heirs, executors, administrators and legal representatives, and that I will testify as to the same in any interference or litigation or other proceeding when requested so to do by GKN or its successors or assigns, it being understood and agreed that GKN, or its successors or assigns will compensate me for my expenses reasonably incurred in complying with such requests.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal on this 02 day of December, 1999.

RECORDED: 12/16/1999

Georg Kwoka

PATENT REEL: 010467 FRAME: 0238