

12.30.99

Form PTO-1595
(Rev. 6/93)
OMB No. 0651-0011

01-14-2000

U. S. Dept. of Commerce
Patent and Trademark Office



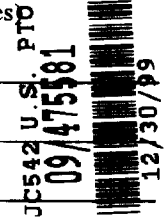
To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents and a copy thereof.

101244883

1. Name of Conveying Party(ies):
John J. Arndt
Jeremy T. Henderson

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

2. Name and address of receiving party(ies)
Name: ITT Manufacturing Enterprises, Inc.
Internal Address: _____
Street Address: 1105 North Market Street
City: Wilmington State: Delaware
Zip: 19801
Additional name(s) & address(es) attached: ___ Yes No



3. Nature of conveyance:
 Assignment ___ Merger
___ Security Agt. ___ Change of Name
___ Other _____
Execution Date: December 13, 1999

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date is: November 3, 1999
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: Andrew R. Basile
Internal Address: YOUNG & BASILE P.C.
Street Address: 3001 West Big Beaver Road, Suite 624
City: Troy State: Michigan Zip: 48084

6. Total no. of applications and patents involved ONE
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
___ Authorized to be charged to deposit account
8. Deposit account number: 25-0115
(Attach duplicate copy of this page if paying by deposit account)

01/13/2000 DCOATES 00000131 09475581 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.*

Name of Person Signing: Darlene P. Condra Signature: Darlene P Condra Date: 12-30-99

Total number of pages including cover sheet, attachments and document: -7-

Case: AC 011 (ITT-392-B)

ASSIGNMENT AND AGREEMENT

FOR VALUE RECEIVED, We, John J. Arndt, citizen of the United States and, Jeremy T. Henderson, citizen of Canada respectively, residing at 2710 33 Mile Road, Romeo, MI 48065 and 197 Queen Street, Dutton, Ontario, Canada, hereby sell, assign and transfer to ITT Manufacturing Enterprises, Inc., a corporation duly organized and existing under the laws of State of Delaware and having a principle place of business at 1105 North Market Street, Wilmington, Delaware 19801 as assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America and all countries in and to certain inventions relating in

FLUID JOINT

which are described in the specification in an application, executed by us on the 3 day of November, 1999 (and we hereby authorized our attorneys, authorized to prosecute the application, to here insert the filing date and serial number of the application, as soon as it is known, Serial No. _____ filed _____) and all the rights and privileges under any United States Letters Patent and all foreign Letters Patent that may be granted therefor.

We request that any and all United States and foreign patents for the inventions be issued to the assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to the assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in the assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with the assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any incumbrance, and that we have full right to convey the same as herein expressed.

Signed at Auburn Hills, Michigan
this 3 day of November, 1999

First Inventor 
John J. Arndt

Signed in our presence and acknowledged to be an assignment of the invention hereinabove referred to.

Witness  Date 11-3-99

Witness _____ Date _____

Second Inventor

Jeremy T. Henderson

Signed in our presence and acknowledged to be an assignment
of the invention hereinabove referred to.

Witness _____

Date _____

Witness _____

Date _____

Signed in our presence and acknowledged to be an assignment
of the invention hereinabove referred to.

Case: AC 011 (ITT-392-B)

ASSIGNMENT AND AGREEMENT

FOR VALUE RECEIVED, We, John J. Arndt, citizen of the United States and, Jeremy T. Henderson, citizen of Canada respectively, residing at 2710 37 Mile Road, Romeo, MI 48065 and ~~187 Queen Street, Dutton, Ontario, Canada~~ ^{85 HLEGAN DRIVE, LONDON}, hereby sell, assign and transfer to ITT Manufacturing Enterprises, Inc., a corporation duly organized and existing under the laws of State of Delaware and having a principle place of business at 1105 North Market Street, Wilmington, Delaware 19801 as assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America and all countries in and to certain inventions relating in

FLUID JOINT

which are described in the specification in an application, executed by us on the 13 day of December, 1999 (and we hereby authorized our attorneys, authorized to prosecute the application, to here insert the filing date and serial number of the application, as soon as it is known, Serial No. _____ filed _____) and all the rights and privileges under any United States Letters Patent and all foreign Letters Patent that may be granted therefor.

We request that any and all United States and foreign patents for the inventions be issued to the assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to the assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in the assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

We covenant with the assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any incumbrance, and that we have full right to convey the same as herein expressed.

Signed at Auburn Hills, Michigan
this _____ day of _____, 19_____

First Inventor

John J. Arndt

Signed in our presence and acknowledged to be an assignment of the invention hereinabove referred to.

Witness

Date

Witness

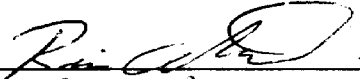
Date

Second Inventor



Jeremy T. Henderson

Signed in our presence and acknowledged to be an assignment
of the invention hereinabove referred to.

Witness 

Date 12/13/99

Witness 

Date 12/13/99

Signed in our presence and acknowledged to be an assignment
of the invention hereinabove referred to.