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United States (Joint)

Case: AP 9346 (VAL-456-A)

## **ASSIGNMENT AND AGREEMENT**

FOR VALUE RECEIVED, We, Volker Herrmann and Bruno Egner-Walter, citizens of Germany, and, respectively, residing at Hauptstrasse 114, Tauberbischofsheim, Germany, D-97941; and Kaferflugstrasse 43, Heilbronn, Germany D-74076, 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

## WIPER AND EXCHANGE KIT FOR A WIPER

| which are described in the specific   | ation in an application, executed by us   |
|---------------------------------------|---|
| on the day of                         | , 1999 (and we hereby                     |
| authorized our attorneys, authorize   | ed to prosecute the application, to here  |
| insert the filing date and serial nur | nber of the application, as soon as it is |
| known, Serial No. <u>09/424,121</u>   | filed <u>Nov. 17, 1999</u> )              |
| and all the rights and privileges und | er 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

PATENT REEL: 010521 FRAME: 0239 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 Weuses | this 10 day of  |
|------------------|-----------------|
| November X, 1999 |                 |
| First Inventor   | Volker Herrmann |

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

Witness Nov. 15, 1999 Date Date Date Date Date

Signed at \_

this ZZ day of

. 1999

Second Inventor

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

Date Nov-15, 1999