

04-25-2000



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To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Martin Wortmann

Srini Sundaresan

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: March 7, 2000

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

Name: Dura Automotive Properties, Inc.

Internal Address: _____

Street Address: 2791 Research Drive

City Rochester Hills State MI

Country: USA

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or patent number(s)

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/481,649

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Beinda L. Reynolds, Legal Assistant

Internal Address: _____

Porter, Wright, Morris & Arthur LLP

Street Address 41 South High Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and patents
involved: 1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: 16-2326

(Attach duplicate copy of this page if paying
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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 documents.

Richard M. Mescher
Name of Person Signing

Richard M. Mescher
Signature

March 15, 2000
Date

Total number of pages comprising cover sheet: 1

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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COLUMBUS/792064 v.01

PATENT
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ASSIGNMENT

Whereas, We, **Martin Wortmann**, a resident of Clarkston, Michigan and having a mailing address of 5212 Old Cove Road, Clarkston, MI 48346, and **Srini Sundaresan**, a resident of Rochester Hills, Michigan and having a mailing address of 338 Woodside Court, Apt. #92, Rochester Hills, MI 48307, have jointly invented certain new and useful improvements in **"ELECTRONIC THROTTLE CONTROL ACCELERATOR PEDAL MECHANISM WITH MECHANICAL HYSTERESIS PROVIDER"**, for which we filed United States patent application no. 09/481,649 on January 12, 2000 (Dura Automotive Systems Docket No. 99-25 and Porter, Wright, Morris & Arthur Docket No.3993968-126973);

And whereas, **Dura Automotive Properties, Inc.**, a corporation duly organized and existing under the laws of the State of Michigan and having a place of business at 2791 Research Drive, Rochester Hills, Michigan 48309, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, refiled or reissue applications made in the United States of America and all other Nations which may result from said invention and information disclosed in said application, and any and all Letters Patent of the United States and other Nations which may be issued therefrom;

Now, therefore, in accordance with our employment contracts and for other good and valuable consideration, the receipt of which is hereby acknowledged, we, **Martin Wortmann** and **Srini Sundaresan**, do hereby sell, assign and transfer to **Dura Automotive Properties, Inc.** the entire and undivided right, title and interest in and to our invention of new and useful improvements in and to in **"ELECTRONIC THROTTLE CONTROL ACCELERATOR PEDAL MECHANISM WITH MECHANICAL HYSTERESIS PROVIDER"**, said application for letters patent, the invention therein described, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any letters patent for said invention in the United States of America and in any and all foreign countries, any and all other applications for letters patent on said invention, in whatsoever countries, including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; any and all letters patent that may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, or continuations of letters patent granted for said inventions or upon said applications, to the full end of the term or terms for which said letters patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or letters patent therefor, all to be held by **Dura Automotive Properties, Inc.**, its successors and assigns, all the same as we would have held and enjoyed had this Assignment not been made.

We hereby authorize and grant the right to **Dura Automotive Properties, Inc.** to file and prosecute patent applications in any or all countries on all or any part of said invention in our name or in the name of **Dura Automotive Properties, Inc.** or otherwise, as **Dura Automotive Properties, Inc.** may deem advisable under any international convention, treaty, or agreement or otherwise.

We hereby request and authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any letters patent for said invention to **Dura Automotive Properties, Inc.**, as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment.

We hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; we covenant that we will not execute, grant, or transfer any rights or interests inconsistent herewith, we bind ourselves, our heirs, executors, administrators and legal representatives to execute and deliver to **Dura Automotive Properties, Inc.**, its successors and assigns, any further documents or instruments and to perform any and all further acts that may be deemed necessary to enable it, its successors and assigns to file applications for letters patent for said invention in any country in which it may elect to file such applications, and to vest **Dura Automotive Properties, Inc.**, its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each foreign country in which each such application may be filed so that any patent issued thereon shall be issued to vest **Dura Automotive Properties, Inc.**, its successors and assigns; and we further covenant and agree, for ourselves and our executors, administrators and legal representatives, that we and they will, upon request, communicate to **Dura Automotive Properties, Inc.**, its successors and assigns, any facts relating to said invention and the history thereof, known to us or them and that we and they will testify as to the same in any proceeding, interference or litigation when requested to do so by to **Dura Automotive Properties, Inc.**, its successors and assigns.

First Joint Inventor: **Martin Wortmann**

First Inventor's Signature: Martin Wortmann

Date Signed: 3-7-00

Second Joint Inventor: **Srini Sundaresan**

Second Inventor's Signature: Srini Sundaresan

Date Signed: 3-7-00