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10168 <u>3070</u> 1. Name of conveying party(ies): Michael M. Surls Jonathan B. Stagg	2. Name and address of receiving party(ies): Name: BorgWarner, Inc. Internal Address: Patent Department
Additional name(s) of conveying party(ies) attached? 🗌 Yes 🖾 No	
3. Nature of conveyance:	
Assignment 🗌 Merger	Street Address: 3001 W. Big Beaver Road
Security Agreement Change of Name	P. O. Box 5060
Other	City: <u>Troy</u> State: <u>MI</u> ZIP: <u>48007-5060</u>
Execution Date:	_ Additional name(s) & address(es) attached?
If this document is being filed together with a new applicati A. Patent Application No.(s) 09/711,735	B. Patent No.(s)
Additional numbers attached? Yes X No	
 Name and address of party to whom correspondence concerning document should be mailed: 	6. Total number of applications and patents involved:
Name: Patent Department	− 7. Total fee (37 CFR 3.41)
Internal Address: BorgWarner, Inc.	7. Total lee (37 CFR 3.41)
	x Enclosed
	Authorized to be charged to deposit account
Street Address: <u>P. O. Box 5060</u> 3001 W. Big Beaver Rd.	- 8. Deposit account number:
City: Troy State: MIZIP: 48007-50	60 (Attach duplicate copy of this page if paying by deposit account)
	T 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. <u>Michael D. Beck, Reg. No. 32,722</u> Name of Person Signing Total number of pages including cover sheet, attachments, and document:	
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments	
Washington, D.C. 20231 (Form PTO1595Recordation Form Cover Sheet - page 1 of 3)	
PATENT REFL: 011694 ERAME: 0325	

DKT No.: <u>DKT99105</u>

ASSIGNMENT

WHEREAS, I, Michael M. Surls and Jonathan B. Stagg, hereinafter referred to as "Assignors," have invented certain new and useful improvements described in the United States patent application entitled MOLDED COOLING FAN

filed on November 13, 2000, Application Serial No. 09/711,735, which was executed on January 19, 2001, and

WHEREAS, BorgWarner, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 3001 West Big Beaver Road, Suite 200, Troy, Michigan 48084, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, for valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisionals, reissues, reexaminations, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the

PATENT REEL: 011694 FRAME: 0326 Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenants and agrees, for both the Assignors and the Assignors's legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

Dated: ///१/०/

Malf M. Ll

Michael M. Surls

 State of _/NDIANA)
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)SS.

I, BRIDGET FINNERTY, a Notary Public in and for the County and State aforesaid, do hereby certify that <u>MICHAEL M. SURLS</u>, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 19th day of JANUARY , 2000. 2001. 45F

Bridges timerly

Notary Public

My Commission Expires: FEARMARY 28, 2001

277033.1

PATENT REEL: 011694 FRAME: 0328 IN TESTIMONY WHEREOF, the Assignors has executed this agreement.

Dated: <u>1/19/01</u>

Jonathan 3. Stag

Jonathan B. Stagg

State of <u>INDIANA</u>))SS. County of <u>MARION</u>)

I, <u>BRIDGET FINNERTY</u>, a Notary Public in and for the County and State aforesaid, do hereby certify that <u>JONATHAN B. STAGG</u>, personally known to me to be the same person whose name is subscribed to the foregoing instrument, <u>---</u> appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this $19^{\frac{14}{2}}$ day of \overline{Januar} , $2000, 2001, 93^{\frac{1}{2}}$

Breches Finnerly

Notary Public

My Commission Expires: FEBRUARY 28, 2001

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PATENT REEL: 011694 FRAME: 0329

RECORDED: 04/09/2001