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FORM PTO-1619A Expires 06/30/99 OMB 0651-0027 04-27-2001



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U.S. Department of Commerce Patent and Trademark Office

**PATENT** 



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**REEL: 011718 FRAME: 0772** 

FORM PTO-1619B
Expires 06/30/99
OMB 0651-0027

## Page 2

U.S. Department of Commerce Patent and Trademark Office

**PATENT** 

Correspondent Nan	ne and Address	Area Code and Tele	phone Number	(616) 742-350	00
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Address (line 4)	Address (line 4) U.S.				
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• •	r(s) or Patent Number(s	•	rk if additional nui		
	t Application Number or the F	atent Number (DO NOT El			erty).
Patent A	pplication Number(s)		Patent	Number(s)	
	g filed together with a <u>new</u> Pa by the first named executing		date the patent	Mon	th Day Year
Patent Cooperation	Treaty (PCT)				
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<u>if</u> a U.S. Applic been assigned	ation Number has not	PCT	PCT	PCT	*
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Fee Amount		for Properties Listed	I (37 CFR 3.41):	\$	40.00
Method of Paym			ccount 🖂		
Deposit Accoun		-	_		
(Enter for payment by deposit account or if additional fees can be charged to the account.)					
		Deposit Account Nu	ımber:	# 18-00	013
		Authorization to cha	arge additional fe	es: Yes	⊠ No □
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. Charges to deposit account are authorized, as indicated herein.					
Joel F Bair R	Reg. No. 33,356	an'		April 3, 2	2001
	rson Signing	Signature		Date	
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PATENT REEL: 011718 FRAME: 0773

## ASSIGNMENT

WHEREAS, John P. Bowyer, residing at 3182 Duck Lake Road, Whitehall, Michigan 49461 (hereinafter "Assignor") has invented certain new and useful improvements in a

## SPRING BRAKE ACTUATOR WITH HOT SET SPRING

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignor as of the respective dates associated with his/her name herein; and

WHEREAS, HOLLAND NEWAY INTERNATIONAL, INC., a corporation of the State of Michigan having its principal office and place of business in the City of Muskegon, County of Muskegon, State of Michigan, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignor hereby covenants and agrees, for himself/herself and for his/her respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignor covenants and agrees that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

-1-

Assignor hereby authorizes and requests Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.	
Filed	

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignor has hereunto set his hand on the date indicated below.

Dated: March 18, 2001	SIGNATURE: NAME:	John P. Bowyer	Bouze
STATE OF Mechigan	)		0
500	) ss.		
COUNTY OF $\mathcal{M}_{\mathcal{U}}$ . $\mathcal{K}_{\mathcal{U},\mathcal{O}_{\mathcal{U}}}$	)		

On this <u>38H</u> day of <u>March</u>, 2004, personally appeared before me the above-named John P. Bowyer, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed in and for the purposes set forth in said instrument.

Sinda d	Young .	LINDA L. YOUNG
Notary Public Linda	Lyoung County, Ottowa	MOTARY PUBLIC OTTAWA CO., M. MY COMMISSION EXPIRES Nov 11, 2065
My commission expires:	1 Nov 11 20	ASTING PLANDING ON COUNTY, MS

-2-

RECORDED: 04/03/2001