

07-12-2001



Y

TO THE ASSISTANT COMMISSIONER U.S. PATENT &amp; TRADEMARK OFFICE

101774453

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

7.5.01

## 1. NAME OF CONVEYING PARTY(IES) (ASSIGNOR(S)):

1. Manfred AICHINGER  
 3. Alois WOLFSGRUBER  
 5. Johann HOLZLEITNER  
 7.

2. Rudolf TSCHERNE  
 4. Michael SONNLEITNER  
 6.  
 8.

JUL 05 2001

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

## 2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: BOMBARDIER-ROTAX GmbH

ADDRESS: Welser Strasse 32, A-4623 Gunskirchen, Austria

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

## 3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

☒ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST  
☐ ORIGINAL ☒ FACSIMILE/PHOTOCOPY  
☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION  
☐ SECURITY ☐ MERGER ☐ OTHER:

EXEC. DATE: June 7, 2001, June 8, 2001,  
June 12, 2001

406

EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!) June 7, 2001, June 8, 2001, June 12, 2001

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☐ NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 <sup>st</sup> INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 <sup>st</sup> INVENTOR if not in item 1
09/794,238	276786				

5. Name & Address of Party to Whom Correspondence  
 Concerning Document Should be Mailed:

Pillsbury Winthrop LLP  
 Intellectual Property Group  
 1600 Tysons Boulevard

McLean, VA 22102

5.5 ATTY DKT:

P 276786

RP-000190-US6

6. NUMBER INVOLVED:  
 APPLNS 1 + PATS 0 = TOTAL

1  
-

7. AMOUNT OF FEE ENCLOSED: (Code 581)  
 ABOVE TOTAL x \$40 = \$40

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE  
 INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

UNDER ORDER NO	9919	276786
dup. sheet not required	CLIENT NO.	MATTER NO.

9.

10. Total number of pages including this  
 cover sheet, attachments and document  
 (do not file dup. Cover sheet)

4

Attorney: Jeffrey D. Karceski

Reg. No. 35914

Atty/Sec: JDK/SMW

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Date: July 5, 2001

FAX: (703) 905-2500

FILE WITH PTO RETURN RECEIPT (PAT-103A)

07/03/2001 11:00 AM 10000000 101774453

01-10-58

01-10-58



**BOMBARDIER**  
RECREATIONAL PRODUCTS

## WORLDWIDE ASSIGNMENT

WHEREAS we, Manfred AICHINGER whose full postal address is Pernauerstr. 47, 4600 Wels, Austria; Rudolf TSCHERNE whose full postal address is Radgrabenstr. 2, 4611 Buchkirchen, Austria; Alois WOLFSGRUBER whose full postal address is Fliegerschulweg 20/14, 4810-Gmunden, Austria; Michael SONNLEITNER whose full postal address is Dr. Jutzstr. 11/1, 4560 Kirchdorf/Krems, Austria and Johann HOLZLEITNER whose full postal address is Lehen 18, A-4623 Gunskirchen, Austria (hereinafter referred to as the Assignors), have made an invention entitled:

## FOUR STROKE ENGINE WITH POWER TAKE OFF ASSEMBLY

for which applications for Letters Patent have been filed in the following countries:

<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>
United States	February 29, 2000	60/185,703
United States	December 22, 2000	60/
United States	February 28, 2001	09/794,238
PCT	February 28, 2001	PCT/US01/06242

(If necessary, Bombardier Legal Services Department and its agents are hereby authorized to insert the serial numbers when known);

AND, WHEREAS BOMBARDIER-ROTAX GmbH, a corporation under the laws of Austria whose full postal address is Welser Strasse 32, A-4623 Gunskirchen, Austria (hereinafter referred to as the Assignee) is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the aforementioned applications for Letters Patent on this invention and the Letters Patent to be issued upon these applications;

NOW THEREFORE, be it known that for and in consideration of Ten Austrian Shillings, in hand paid and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, by these presents we, the Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and these applications, and all divisions, and continuations thereof, and all Letters Patent that may be granted thereon, and all reissues thereof, and all rights to claim priority on these of such applications, and all applications for Letters Patent that may hereafter be filed for this invention in any country and all Letters Patent that may be granted on this invention in any country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the

United States, Canada, and any other country, to issue Letters Patent for this invention to the Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention and testify in any legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:

  
Manfred AICHINGER

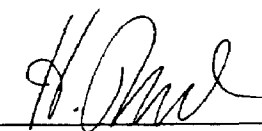
Date of Signature: 2001.06.07  
Place of Signature: Gunskirchen

  
Rudolf TSCHERNE


Date of Signature: 8.6.2001  
Place of Signature: Gunskirchen

  
Alois WOLFSGRUBER

Date of Signature: 07.06.2001  
Place of Signature: Gunskirchen

 , 07-06-01

Witness

 08-06-01

Witness

 07.06.01

Witness

[Signature]

Michael SONNLEITNER

Date of Signature: 12.6.01  
Place of Signature: Sursbünden

[Signature]

Johann HOLZLEITNER

Date of Signature: 08.06.01  
Place of Signature: Günskirchen

[Signature], 12.06.01

Witness

[Signature], 08.06.01

Witness

The Assignee hereby accepts the foregoing Assignment:

[Signature]

Jonathan D. CUTLER, Attorney for  
Director, Intellectual Property  
Bombardier Inc.

Bombardier-Rotax  
GmbH

Date of Signature 28 June 2001  
Place of Signature: Valcourt, Quebec

[Signature]

Frédéric DIONNE  
A Commissioner, etc.

