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PATENTS ONLY

JCS21 U.S. PTO  
09/899898  
07/06/01

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

1. Name of conveying party(ies):  
David Allen Elgart

057/06/01

2. Name and Address of receiving party(ies):  
Name: Dura Global Technologies, Inc.  
Internal Address: \_\_\_\_\_

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

Street Address: 2791 Research Drive

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: July 2, 2001

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: July 6, 2001

A. Patent Application No.(s)

B. Patent No.(s)

09/899898

Additional numbers attached?  Yes  No

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

Name: Belinda L. Reynolds, Legal Assistant  
Internal Address: \_\_\_\_\_  
Porter, Wright, Morris & Arthur LLP  
Street Address: 41 South High Street

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

City: Columbus State: OH ZIP: 43215

8. Deposit account number: 16-2326  
(Attach duplicate copy of this page if paying by deposit account)

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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

July 6, 2001  
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  
Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT

Whereas, I, **David Allen Elgart**, a resident of Marlette, have invented certain new and useful improvements in “**PLASTIC ADJUSTABLE ACCELERATOR PEDAL WITH INTERNAL DRIVE MECHANISM**”, for which I am submitting a U.S. patent application concurrently herewith (Dura Automotive Systems, Inc. Docket No. 01-19 and Porter, Wright, Morris & Arthur LLP Docket No.3993968-126973);

And whereas, **Dura Global Technologies, 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 my employment agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, I, **David Allen Elgart**, do hereby sell, assign and transfer to **Dura Global Technologies, Inc.** the entire and undivided right, title and interest in and to my invention of new and useful improvements in and to “**PLASTIC ADJUSTABLE ACCELERATOR PEDAL WITH INTERNAL DRIVE MECHANISM**”, 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 Global Technologies, Inc.**, its successors and assigns, all the same as I would have held and enjoyed had this Assignment not been made.

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

I 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 Global Technologies, Inc.** as assignee of the entire right, title and interest therein, in accordance with this instrument of assignment.

I hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; I covenant that I will not execute, grant, or transfer any rights or interests inconsistent herewith, I bind myself, my heirs, executors, administrators and legal representatives to execute and deliver to **Dura Global Technologies, 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 **Dura Global Technologies, 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 to **Dura Global Technologies, Inc.** its successors and assigns; and I further covenant and agree, for myself and my executors, administrators and legal representatives, that I and they will, upon request, communicate to **Dura Global Technologies, Inc.**, its successors and assigns, any facts relating to said invention and the history thereof, known to me or them and that I and they will testify as to the same in any proceeding, interference or litigation when requested to do so by **Dura Global Technologies, Inc.**, its successors and assigns.

Inventor: **David Allen Elgart**

Inventor's Signature: David Allen Elgart

Date Signed: July 02, 2001