

Docket No.: B00-005A

08-30-2001

FORM PTO-1595 (Modified)
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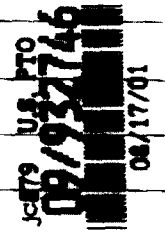
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bobbie E. South

08/17/01
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **The Gates Corporation**
Address: **900 South Broadway**

City: **Denver** State/Prov.: **CO**
Country: **US** ZIP: **80209**
Additional name(s) & address(es) Yes No



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **8-17-01**

4. Application number(s) or registration numbers(s): **09/932746**
If this document is being filed together with a new application, the execution date of the application is: **8-17-01**
Patent Application No. _____ Filing date _____
Additional numbers Yes No

B. Patent No.(s) _____
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Maria S. Olson**
Registration No. **40,111**
Address: **The Gates Corporation**
Legal/Patent Dept. 31-4-1-A3
900 South Broadway
City: **Denver** State/Prov.: **CO**
Country: **US** ZIP: **80209**

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....\$ **40.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
07-0475

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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 document.
Maria S. Olson *[Signature]* **8-17-01**
Name of Person Signing Signature

ASSIGNMENT

In consideration of the sum of Twenty-Five (\$25.00) Dollars and other good and valuable consideration paid to the undersigned (hereinafter designated as "undersigned"),

Name of Inventor: Bobbie E. South
2794 East Weaver Place
Littleton CO 80121



the undersigned agrees to assign, and hereby does assign, transfer, and set over unto:


Name of Assignee THE GATES CORPORATION
Address of principal place of business 900 South Broadway
Denver, CO 80209
State of Incorporation a corporation of Delaware

(hereinafter designated as the "ASSIGNEE") the entire right, title, and interest for the United States and all foreign countries (including protection in foreign countries via the Patent Cooperation Treaty), in the invention, and all applications for patent including provisionals, non-provisionals, counterparts, and PCT applications and any Letters Patent which may be granted therefor, the application (hereinafter designated as "application") being known by the Title:


Power Transmission Belt Having High Modulus Adhesive Rubber Member

Attorney Docket No. **B00-005A**

which is  attached or  referenced in:


 **U.S. Non-Provisional Application Serial No.:** _____ **Filing Date:** _____
(Day/Month/Year)

Executed On: _____
(Day/Month/Year)

 **PCT Application Serial No.:** _____ **Filing Date:** _____
(Day/Month/Year)

and which claims priority from one or more United States provisional patent applications, the earliest of which is:

Provisional Application No.: 60/226,138 Filing Date: 18 August 2000
(Day/Month/Year)

( See Annex for additional Provisional Application Nos. and Filing Dates)

1. The undersigned agrees to execute all papers necessary in connection with the application and any counterpart application(s) in the United States and foreign countries, including but not limited to continuing prosecution applications (CPAs), continuations, continuations-in-part, divisions, reexaminations and reissues or extensions thereof, and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient.

2. The undersigned agrees to execute all papers necessary in connection with any interference which may be declared or litigation concerning this application and any counterpart application(s), or in connection with any opposition or nullity proceeding, and to cooperate with the ASSIGNEE in every way possible in obtaining evidence and in conducting such interference, litigation, opposition or nullity proceeding.

3. The undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4. The undersigned agrees to do all other acts which, in the opinion of ASSIGNEE, may be necessary or desirable to secure the grant of Letters Patent to ASSIGNEE or its nominees, in the United States and in all other countries where ASSIGNEE may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in ASSIGNEE or its nominees the full and complete legal and equitable title to all such Letters Patent.

5. The undersigned hereby authorizes and requests the Commissioner of Patents in the United States and the appropriate national or regional authority in each foreign country to issue any and all Letters Patents resulting from said application or any counterpart application(s) thereof and any reexaminations, reissues and extensions to the said ASSIGNEE, as ASSIGNEE of the entire interest, and hereby covenants that the undersigned has full right to convey the entire interest herein assigned, and that the undersigned has not executed and will not execute, any agreement in conflict herewith.

6. The undersigned hereby grants ASSIGNEE the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at Denver, CO this 17th day of August, 2001.

[Signature]
Bobbie E. South

STATE OF Colorado }
COUNTY OF Denver }

ACKNOWLEDGMENT
SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 17th day of August, 2001.

[Signature]
Notary Public
ISABEL ROSS LINCOLN
Printed Name

Expires: October 12, 2004



My Commission Expires 10/12/2004