

09-07-2001



8.30.01

101836165

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Witchita Company Limited  
2<sup>nd</sup> Floor, Norwich House  
Poplar Road  
Solihull, Birmingham B91 3AW, England

2. Name and address of receiving party(ies):

Warner Electric Technology, Inc.  
9211 Forest Hills Avenue  
Suite 109  
Richmond, VA 23235

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

Additional name(s) & address(es) attached?  
☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: February 29, 2000

4. Application number(s) or registration number(s):

If document is being filed with a new application, the execution date of the application is:

A. Patent Application No.(s)  
08/957,133

B. Patent No.(s)  
5,908,092  
5,511,637  
5,535,622

Additional numbers attached? ☒ Yes ☐ No

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

William F. Kolakowski, III  
Dykema Gossett PLLC  
39577 Woodward Avenue, Suite 300  
Bloomfield Hills, Michigan 48304-2820  
(248) 203-0822

6. Total number of applications and patents involved:  
4

7. Total Fee (37 CFR 3.41).....\$160.00

☐ Enclosed

☒ Authorized to be charged to deposit account  
(a duplicate of this transmittal is enclosed)

8. Deposit Account Number: 04-2223

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.

William F. Kolakowski, III  
Name

Signature

08-27-01  
Date

09/06/2001 LNUJELLER 00000182 042223 08957133

01 FC:581

160.00 CH

Total number of pages comprising cover sheet

PATENT  
REEL: 012124 FRAME: 0718

**SCHEDULE****Patents**

<b>Country</b>	<b>Owner</b>	<b>Registration No./ Application No</b>	<b>Grant/ Application</b>	<b>Descriptive Title</b>
Australia	Wichita Company Limited	659534 34602/93	03.10.95 11.02.93	Mistral Brake
Canada	Wichita Company Limited	2117467	11.02.93	Mistral Brake
Canada	Wichita Company Limited	2150599	31.05.95	Spring applied safety device
EPC	Wichita Company Limited	0838603 97308424.7	22.10.97	Actuator for a brake device
EPC	Wichita Company Limited	0648951 94307370.0	07.10.94	Magnum safety device
EPC	Wichita Company Limited	0685654 95303681.1	30.05.95	Spring applied safety device
Finland	Wichita Company Limited	952678	01.06.95	Spring applied safety device
France	Wichita Company Limited	EP0625109 93903625.2	11.02.93 11.02.93	Fluid Operated Brake Device
Germany	Wichita Company Limited	P69307493.0 EP0625109	11.02.93 11.02.93	Fluid Operated Brake Device
Italy	Wichita Company Limited	487758E97 93903265.2	11.02.93 11.02.93	Fluid Operated Brake Device
Japan	Wichita Company Limited	6-246065	12.10.94	Magnum safety device

Country	Owner	Registration No./ Application No	Grant/ Application	Descriptive Title
Netherlands	Wichita Company Limited	EP0625109 93903265.2	11.02.93 11.02.93	Fluid Operated Brake Device
Norway	Wichita Company Limited	952159	31.05.95	Spring applied safety device
South Africa	Wichita Company Limited	93/0951	11.02.93	The Mistral Brake
Spain	Wichita Company Limited	0625109 93903265.2	11.02.93 11.02.93	Fluid Operated Brake Device
USA	Wichita Company Limited	256949	11.02.93	Mistral Brake
USA	Wichita Company Limited	957133	24.10.97	Actuator for a brake device (lapsed in May1999)
USA	Wichita Company Limited	5908092 256949	01.06.99 11.02.93	Mistral brake
USA	Wichita Company Limited	5511637 312591	30.04.96 27.09.94	Magnum safety device
USA	Wichita Company Limited	5535622 455222	16.07.96 31.05.95	Spring applied safety device

DATED February 29, 2000

WICHITA COMPANY LIMITED

and

WARNER ELECTRIC TECHNOLOGY, INC.

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ASSIGNMENT OF PATENTS

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Nabarro Nathanson  
Lacon House  
Theobald's Road  
London WC1X 8RW

Tel: 0171 524 6000

D1341/00036/1263979 v.02

PATENT  
REEL: 012124 FRAME: 0721

## ASSIGNMENT OF PATENTS

DATE February 29, 2000

## PARTIES

- (1) WICHITA COMPANY LIMITED (a corporation organised and existing under the laws of England and Wales under Company No. 00691248) whose registered office is at 2<sup>nd</sup> Floor, Norwich House, Poplar Road, Solihull, Birmingham B91 3AW, England ("Assignor"); and
- (2) WARNER ELECTRIC TECHNOLOGY, INC. (a corporation organised and existing under the laws of the State of Delaware, USA) whose registered office is at 9211 Forest Hill Avenue, Suite 109 Richmond, Virginia 23235, USA ("Assignee").

## RECITAL

Pursuant to that Stock and Asset Purchase Agreement between Dana Corporation and Colfax Corporation dated 1 November 1999 (the "Purchase Agreement"), Dana Corporation agreed to transfer, or procure the transfer of, certain patents to Colfax Corporation or its nominee. This Assignment is entered into pursuant to the Purchase Agreement.

## OPERATIVE PROVISIONS

- I. PURSUANT TO THE PURCHASE AGREEMENT ASSIGNOR HEREBY ASSIGNS TO ASSIGNEE, TO HOLD UNTO ASSIGNEE, ITS SUCCESSORS AND ASSIGNS ABSOLUTELY FOR ALL TIME HEREAFTER THOSE PATENTS AND PATENT APPLICATIONS LISTED IN THE SCHEDULE TOGETHER (WHERE SUCH RIGHT EXISTS) WITH THE RIGHT TO SUE FOR PAST INFRINGEMENTS THEREOF AND TO RETAIN ANY DAMAGES OBTAINED AS A RESULT OF SUCH ACTION.
- II. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT THE ONLY WARRANTIES, CONDITIONS AND REPRESENTATIONS (WHETHER EXPLICIT OR IMPLIED) MADE IN RESPECT OF THE ASSETS, RIGHTS, TITLE, BENEFIT AND INTEREST ASSIGNED UNDER CLAUSE I ABOVE ("THE RIGHTS") ARE CONTAINED IN THE PURCHASE AGREEMENT.

- III. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING SECTION 2.7 OF THE PURCHASE AGREEMENT, ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT ASSIGNEE WILL BE RESPONSIBLE FOR, AND BEAR ALL COSTS AND EXPENSES IN RELATION TO, THE PREPARATION OF ALL APPROPRIATE FURTHER ASSURANCE DOCUMENTATION AFTER THE DATE HEREOF IN CONNECTION WITH THE RIGHTS ASSIGNED OR PURPORTED TO BE ASSIGNED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ASSIGNMENTS, POWERS OF ATTORNEY AND NOTARIAL AND SIMILAR CERTIFICATES). FOR THE AVOIDANCE OF DOUBT, ASSIGNOR AGREES AND ACKNOWLEDGES THAT IT WILL CO-OPERATE FULLY IN THE FURTHER ASSURANCE PROCESS BY (AT ITS OWN COST) REVIEWING AND APPROVING ALL APPROPRIATE DOCUMENTATION, EXECUTING OR PROCURING THE EXECUTION OF THE SAME BY APPROPRIATE MEMBERS OF ITS GROUP OF COMPANIES, AND PROVIDING ANY RELEVANT INFORMATION FROM ITS RECORDS.**
- IV. THE SCHEDULE FOLLOWING THE OPERATIVE PART OF THIS ASSIGNMENT SHALL BE DEEMED TO BE INCORPORATED IN, AND FORM PART OF, THIS ASSIGNMENT.**
- V. TO THE EXTENT THAT THIS ASSIGNMENT CONTAINS OR COMPRISES AN AGREEMENT BETWEEN THE PARTIES HERETO, THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS ASSIGNMENT SHALL BE TO THE MAXIMUM EXTENT PERMITTED BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, USA.**
- VI. EACH PARTY HERETO AGREES THAT IT SHALL BRING ANY ACTION OR PROCEEDING IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTAINED IN OR CONTEMPLATED BY THIS ASSIGNMENT, WHETHER IN TORT OR CONTRACT OR AT LAW OR IN EQUITY, EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, USA (THE "CHOSEN COURT") AND:**
- (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court;
  - (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court;
  - (c) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any party hereto; and

- (d) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with section 10.1 of the Purchase Agreement.

IN WITNESS of which this Assignment has been executed on the date written at the beginning of this Assignment.

Signed by *Marc S. Zenin* )  
duly authorised for and on behalf of )  
WICHITA COMPANY LIMITED )  
in the presence of *[Signature]* )

Signed by *E. A. [Signature]* )  
duly authorised for and on behalf of )  
WARNER ELECTRIC TECHNOLOGY, INC. )  
in the presence of *Mollie E. Mahan* )