SEP 2 7 2001 10-03- Form PTO-1595 5 (Rev. 03/01) 5 OMB No. 0651-0027 (exp 378 w2602) 101863	U.S. DEPARTMENT OF COMMERCE
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof	
1. Name of conveying party(ies): John L. Hill 8/16/01 Donald B. Harris 8/22/01 Joram Shenhar 8/16/01 Additional name(s) of conveying party(ies) Yes attached? Yes	2. Name and address of receiving party(ies) Name: UTD, Inc. Internal Address: Street Address: 10242 Battleview Parkway
3. Nature of Conveyance: X Assignment Merger	
Security Agreement Change of Name	City: <u>Manassas</u> State: <u>VA</u> Zip: <u>20109</u>
Execution Date:see Box 1, conveying parties	Additional name(s) & Yes X No address(es) attached:
If this document is being filed together with a new application, the ex A. Patent Application No.(s): 09/825,364	B. Patent No.(s):
Additional numbers attached? Yes x No	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:1
Name: Mark J. Thronson DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP	7. Total fee (37 CFR 3.41) \$ 40.00
Internal Address: Atty. Dkt.: U3010 0012/P012	x Enclosed
Street Address: 2101 L Street NW	Authorized to be charged to deposit account
	8. Deposit account number: 04-1073
City:State:Zip:WashingtonDC20037-1526	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature. To the best of my knowledge and belief, the foregoing info is a true copy of the original document. RYAN H.FLAX for Mark J. Thronson Name of Person Signing	prmation is true and correct and any attached copy 2.7 Reg. # 48,141 gnature Date
Total number of pages including cover sheet, attachments, and documents: 4	

PATENT REEL: 012205 FRAME: 0530

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Donald B. Harris, Joram Shenhar, and John L. Hill, III ("Assignors"), of Arlington, Fairfax, and Manassas, Virginia, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in BRAKE SYSTEM AND METHOD, set forth in a non-provisional application for Letters Patent of the United States, filed on April 4, 2001, and assigned Serial No. 09/825,364; and

WHEREAS, UTD Incorporated ("Assignee"), having a place of business at 10242 Battleview Parkway, Manassas, Virginia 20109, is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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

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recordation of this document: Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady Jr., 32,115; Jon D. Grossman, 32,699; and Mark J. Thronson, 33,082, all of Dickstein Shapiro Morin & Oshinsky LLP.

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

8-22-01 Date United States of America State VIRGINIA County Franka)ss.: On this 22 day of *August*, 2001, before me came Donald B. Harris , to me known to be the individual

personally came described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public Commission Expires 7/31/2002-

U3010.0012/P012

Ioram Shenhar

Date 08-16-2001

United States of America) State <u>Virginia</u>)ss.: County <u>Prime</u> William)

On this <u>16th</u> day of <u>August</u>, <u>2001</u>, before me personally came <u>Joram Shenhar</u>, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

My Commission Expires August 31, 2005

John L. Hill, III

August 16, 2001 Date

United States of America) State <u>Virginia</u>)ss.: County <u>Prence Welliam</u>)

On this <u>16</u>th day of <u>(uquet</u>, <u>2001</u>, before me personally came <u>John L. Hill, III</u>, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Notary Public

My Commission Expires August 31, 2005

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RECORDED: 09/27/2001