

10-09-2001

RECORD



101867637
PATENTS ONLY

HEET

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

1. Name of conveying party(ies):
Paul Bryan Maxwell

10-1-01

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

Name: The Goodyear Tire & Rubber Company
Internal Address: Department 823
Fax Number: 330-796-9018
Street Address: 1144 East Market Street

City: Akron State: OH Zip: 44316-0001

Additional name(s) & address(es) attached? yes no

Additional name(s) of conveying party(ies) attached?

yes no

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: December 19, 2000

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

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

A. Patent Application No.(s) 29/134,525

B. Patent No.(s)

Additional numbers attached? yes no

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

Name: The Goodyear Tire & Rubber Company
Internal Address: Dept 823 - Docket DN2000206

Street Address: 1144 East Market Street
City: Akron State: OH Zip: 44316-0001

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

8. Deposit Account Number: 07-1725

(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 information is true and correct and any attached copy is a true copy of the original document.

David L. King, Reg. No. 33,925
Name of Person Signing

David E. Wheeler
Signature Date

9/28/01
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, I, Paul Bryan Maxwell of 1065 Hollister Drive, Kent, Ohio 44240

have invented certain improvements in TIRE TREAD

and described in a patent application executed the 19th day of December, 2000, by the undersigned for filing in The United States of America, being owner(s) of all right, title and interest in and to said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, THE GOODYEAR TIRE & RUBBER COMPANY, of Akron, Ohio 44316, a corporation of the State of Ohio (assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does (do) hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize(s) and request(s) the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree(s) to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself (ourselves), which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

- (1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;
- (2) To cooperate to the best of my (our) ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

The undersigned hereby authorize(s) said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

IN WITNESS WHEREOF, the undersigned has (have) hereunto set his (their) hand(s) and seal(s) on the date(s) set after his (their) signature(s).

Judith E. Mickey (L.S.) _____, _____ 2000
WITNESS

Paul Bryan Maxwell (L.S.) _____, _____ 2000
Paul Bryan Maxwell

(L.S.) _____, _____ 2000
WITNESS

(L.S.) _____, _____ 2000
WITNESS

(L.S.) _____, _____ 2000
WITNESS

(L.S.) _____, _____ 2000
WITNESS

(L.S.) _____, _____ 2000
WITNESS

State of Ohio)
)
County Summit of)

SS:

On this 19th day of December, 2000, before me personally appeared
Paul Bryan Maxwell

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Jacalyn S. Kelly

Notary Public

JACALYN S. KELLY, Notary Public
Residence-Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 7, 2001

State of _____)
)
_____ of _____)

SS:

On this _____ day of _____, 2000, before me personally appeared

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Notary Public

State of _____)
)
_____ of _____)

SS:

On this _____ day of _____, 2000, before me personally appeared

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Notary Public

State of _____)
)
_____ of _____)

SS:

On this _____ day of _____, 2000, before me personally appeared

to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Notary Public

State of _____)
)
_____ of _____)

SS:

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to me personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledge the signing of same as his (their) free act and deed.

Notary Public