

11-20-2001



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Docket No.: RP-00578-US1

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Outboard Marine Corporation
100 Sea Horse Drive
Waukegan, IL 60085-2195

11-20-01

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

Name: **Bombardier Motor Corporation of America**

Address: **6545 US 1**

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

City: **Grant**

State/Prov.: **FL**

Country: **USA**

ZIP: **32949**

Execution Date: **March 09, 2001**

Additional name(s) & address(es)

☐ Yes ☒ No

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

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

Patent Application No.

Filing date

B. Patent No.(s)

09/456,586

December 08, 1999

Additional numbers

☐ Yes ☒ No

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

Name: **Jonathan D. Cutler**

Registration No. **40,576**

Address: **Bombardier Inc.**

Legal Services Dept.

565 De La Montagne St.

City: **Valcourt**

State/Prov.: **QC**

Country: **Canada**

ZIP: **JOE 2LO**

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:

See attached Credit Card Payment Form

(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.

Jonathan D. Cutler

Signature

October 30, 2001

Date

Name of Person Signing

11/20/2001 DBYRNE 00000122 09456586

Total number of pages including cover sheet, attachments, and

01 FC:581

40.00

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

PATENT
REEL: 012308 FRAME: 0047

PATENT APPLICATION ASSIGNMENT

PATENT APPLICATION ASSIGNMENT ("Assignment") made as of March 7, 2001, by and among Outboard Marine Corporation, a Delaware corporation with an address at 100 Sea Horse Drive, Waukegan, Illinois 60085, U.S.A. (the "Assignor") and Bombardier Motor Corporation of America, a Delaware corporation with an address at 6545 U.S.1, Grant, Florida 32949 U.S.A. (the "Assignee").

WHEREAS, pursuant to an asset purchase agreement between Assignor and Assignee, dated February 5, 2001 ("Asset Purchase Agreement"), Assignor wishes to assign to Assignee all its right, title and interest to pending patent applications to the extent that they are used or held for use in connection with the design, development, manufacture or distribution of engines and related parts and accessories ("Patent Applications"). An enumeration of the Patent Applications is attached to the present Assignment as SCHEDULE A .

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, its entire right, title, and interest in and to the Patent Applications and all divisions, and continuations thereof, and all patents that may be granted thereon, and all reissues thereof, and all rights to claim priority on the Patent Applications, and all applications for patent that may be filed or have been filed in any jurisdiction and all patents that may be granted or have been granted in any jurisdiction in respect of the Patent Applications, and all extensions, renewals, and reissues thereof, and hereby authorizes and requests the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other jurisdiction, to issue patents for the inventions claimed in the Patent Applications to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

AND, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its successors, assigns and legal representatives, the right (but not obligation) to assert the Patent Applications (and any patents granted thereon) and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur;

AND, HEREBY, Assignor further covenants and agrees that it will, without further consideration (other than the payment of expenses set forth below), communicate with the Assignee, its successors and assigns, to the extent that such communication does not violate any law, any facts known to it respecting the Patent Applications, testify in any relevant legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Patent Applications in the Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything reasonably possible to aid the Assignee, its successors and assigns, to obtain and enforce the assignments

made hereunder and secure patent protection for the Patent Applications in any jurisdiction, it being understood that any expense incident to the foregoing shall be borne by the Assignee, its successors, and assigns. Further, the Assignor does hereby assign and transfer unto Assignee, its successors, assigns and legal representatives, to the extent legally possible, the benefit of any and all similar obligations of the inventors towards the Assignor.

The Assignee and its Agents are hereby authorized to insert into this document any information required for recordation thereof.

The Assignee and its Agents are hereby authorized to insert into SCHEDULE A of this document, upon prior notice of such insertions to Assignor, information of the type already appearing in SCHEDULE A pertaining to any patent application sold, assigned, transferred or conveyed to Assignee pursuant to the Asset Purchase Agreement, not appearing in SCHEDULE A.

[Signature Page Follows]

OUTBOARD MARINE CORPORATION

By: *Ernest M. Antun*
Name:
Title:

STATE OF ILLINOIS)
COUNTY OF Cook)

On March 9, 2001, before me appeared the person who signed this instrument, and acknowledge that he signed it as a free act on behalf of Assignor, Outboard Marine Corporation. for the purposes contained therein.

By: *Debra S. Krahn*
Name: DEBRA S KRAHN
Title: Notary Public
My Commission Expires: 3-10-2003



Schedule A
(Revised and Redacted)

1. United States Patent Application
Serial No. 09/456/586
Filing Date : December 08, 1999
Title : Air Cooled Marine Engine Exhaust
Inventors : Neisen, Gerald F.

**BOMBARDIER MOTOR CORPORATION
OF AMERICA**

By: *J. Millson*
Name: Jennifer E. Millson
Title: Secretary

~~PROVINCE OF QUEBEC) STATE OF ILLINOIS~~
~~DISTRICT OF MONTREAL) COUNTY OF COOK~~

On March 9, 2001, before me appeared the person who signed this instrument, and acknowledge that he signed it as a free act on behalf of Assignee, Bombardier Motor Corporation of America, for the purposes contained therein.

By: *Debra S. Krahn*
Name: DEBRA S. KRAHN
Title: Commissioner of Oaths, etc.

