

08-29-2002

Attorney Docket No. 6039-000307

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/20)



SHEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102206684

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

## 1. Name of conveying party(ies):

Hans-Jurgen Schultze

Erhard Muller

Andreas Neises

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

Name: Spicer Gelenkwellenbau GmbH &amp; Co. KG

Internal Address:

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

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Street Address: Westendhof 5-9

City: Essen State: Germany Zip: D-45143

Execution Date(s): August 21, 2002

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

## 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: August 21, 2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: W. R. Duke Taylor

Internal Address: Harness, Dickey &amp; Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills State: MI Zip: 48303

## 6. Total number of applications and/or patents involved: One

## 7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. The Commissioner is hereby authorized to charge any additional fees that may be required or credit any overpayments to Deposit Account No.08-0750. A duplicate copy of this sheet is enclosed.

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.

W. R. Duke Taylor

Name of Person Signing

Signature

August 22, 2002

Date

Total number of pages including cover sheet, attachments, and documents: Three

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013223 FRAME: 0893

## ASSIGNMENT

Atty. Docket No. 6039-000307

WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

### CROSS MEMBER UNIT FOR UNIVERSAL JOINTS

for which Assignor is about to make or has made United States or International application for patent

- (a) ☒ executed on even date preparatory to filing (each inventor should sign this Assignment on the same day as he/she signs the Declaration and Power of Attorney);
- (b) ☐ executed on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_;
- (c) ☐ filed on \_\_\_\_\_, and assigned Serial No. \_\_\_\_\_ or PCT International Application No. \_\_\_\_\_;
- (d) ☐ U.S. Patent No. \_\_\_\_\_, issued \_\_\_\_\_; or
- (e) ☐ entitled above and naming the undersigned inventors in this provisional patent application; and

WHEREAS, Spicer Gelenkwellenbau GmbH & Co. KG, a German corporation having a place of business at Westendhof 5-9, D-45143 Essen, Germany, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the said invention as described in the aforesaid application, said application for patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of said applications or patents resulting therefrom;

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to letters patent any reissue, re-examination, or extension thereof, and for litigation regarding, or for the purpose of protecting title and to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee without further or other compensation than that above set forth;

Assignor hereby covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment; and

Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue said Letters Patent, Utility Model Registration or Inventor's Certificate to Assignee.

Assignor hereby authorizes my attorney to insert here in parentheses (Application No. \_\_\_\_\_, filed \_\_\_\_\_) the filing date and application number of said application when known.

# ASSIGNMENT

x *Hans-Jürgen Schultze*  
Hans-Jürgen Schultze

x 21.8.02  
Dated

x *Erhard Müller*  
Erhard Müller

x 21.08.2002  
Dated

x *Andreas Neises*  
Andreas Neises

x 21.08.2002  
Dated

x *Thomas Müller*  
Witness *Thomas Müller*  
x *Günther Harwardt*  
Witness

x *Thomas Müller*  
Witness *THOMAS MÜLLER*  
x *Günther Harwardt*  
Witness *Günther Harwardt*

x *Thomas Müller*  
Witness *THOMAS MÜLLER*  
x *Günther Harwardt*  
Witness *Günther Harwardt*

**ASSIGNMENT**

WHEREAS, I **Kohji Kobayashi** (hereinafter referred to as ASSIGNOR) have invented certain inventions for which we have executed an application for a United States Patent entitled:

**DESK MOUNT**

- ☒ which is attached hereto
- ☐ which was filed on:
- ☒ which is identified by Dechert Attorney Docket No.:
- ☐ which was assigned Application Serial No.:  
and was amended on: (if applicable)

I hereby authorize any attorney associated with Customer No. 25561 to insert the Application Serial No. associated with the above identified application once it is assigned by the U.S. Patent & Trademark Office.

WHEREAS, Allied Telesis Kabushiki Kaisha, a Japanese company having a place of business at TOC Bldg., 22-17, Nishi-Gotanda 7-chome, Shinagawa-ku, Tokyo 141-8635, JAPAN, (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire interest in, to and under said inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE of valuable consideration to ASSIGNOR, the receipt and adequacy of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE and the successors, assigns and legal representatives of the ASSIGNEE all of ASSIGNOR'S right, title and interest in and to said inventions and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and all of ASSIGNOR'S right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexaminations thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

ASSIGNOR requests that any and all patents for said inventions be issued to said ASSIGNEE, its successors, assigns and legal representatives, or to such nominees as it may designate.

ASSIGNOR authorizes and empowers the said ASSIGNEE, its successors, assigns and legal representatives to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any

convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from ASSIGNOR.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said ASSIGNEE, its successors, assigns, and legal representatives, to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

ASSIGNOR agrees that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the ASSIGNOR will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions, renewals, and reexamination thereof and any legal equivalent thereof in a foreign country, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings and any legal equivalent thereof in a foreign country; communicate to said ASSIGNEE, its successors, assigns, and legal representatives, all facts known to the ASSIGNOR relating to said inventions and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns or legal representatives, shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents on said inventions in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR covenants with said ASSIGNEE, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that ASSIGNOR has full right to convey the same as herein expressed.

**Docket No.**

Signed at Tokyo, Japan  
(City, Province or state, country)

Kohji Kobayashi  
Kohji Kobayashi

Jul / 29 / '02.  
(Date)

**WITNESS:**

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**WITNESS:**

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)