

10-21-2002



Form PTO-1595
(Rev. 03/01)

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PATENTS ONLY

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

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies): **16-15-02**

Greenfield Commercial Credit, LLC
c/o Coach & Car Equipment

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Asset Purchase

Execution Date: 09/25/2002

2. Name and address of receiving party(ies)

Name: Sumitomo Corporation of America

Internal Address: _____

Street Address: 2340 S. Arlington Heights Road
Suite 605

City: Arlington Heights State: IL Zip: 60005

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: _____

A. Patent Application No.(s)

B. Patent No.(s) 5,149,171

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert S. Winner

Internal Address: _____

Street Address: Ungaretti & Harris

3500 Three First National Plaza

City: Chicago State: IL Zip: 60602-4283

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: _____

(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.

Robert S. Winner
Name of Person Signing

[Signature]
Signature

10/08/02
Date

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

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

10/18/2002 LMUELLER 00000165 5149171

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FINANCE SECTION

PATENT
REEL: 013386 FRAME: 0536



September 25, 2002

VIA FACSIMILE

Greenfield Commercial Credit, LLC
1301 W. Long Lake Rd.
Suite 190
Troy, MI 48098
Attention: David Vigna and Steve Tomasello

Re: *Coach and Car Equipment Patent No. 5,149,171 for Walkover Seat with Inertial Latch*

Gentlemen:

Sumitomo Corporation of America ("Sumitomo") agrees to purchase from Greenfield Commercial Credit, LLC ("Greenfield") all of Greenfield's right, title and interest in and to Patent No. 5,149,171 entitled the "Walkover Seat With Inertial Latch" of Coach and Car Equipment Corporation ("CCE"), including, but not limited to, all of Greenfield's right, title and interest in and to any patent and patent applications in any other country related thereto, if any, and all backup documentation, reissues, re-examinations, continuations, divisionals, continuations in part or extensions thereof (collectively, the "Patent") for the sum of \$4,000.00 (the "Purchase Price"), which amount shall be payable within five (5) business days from the date of execution of this letter.

As additional consideration to Greenfield, Sumitomo shall provide Greenfield or its designees with access to CCE's offices located at 1951 Arthur Avenue, Elk Grove Village, Illinois, for the purpose of securing all of the Greenfield Collateral (as such term is defined in the Bankruptcy Court Orders for the Northern District of Illinois, Eastern Division, Case No. 02-B-16478, dated May 21, 2002 and June 13, 2002 (together, the "Orders")) and agrees to clean and repair, at its expense, CCE's offices to the landlord's reasonable satisfaction. If the Purchase Price is not received by Greenfield by the date due, Greenfield shall have the right to withdraw their acceptance in writing at any time prior to receipt of the Purchase Price. Sumitomo shall arrange for access to CCE's offices within 48 hours of payment, for the purpose of obtaining the Greenfield Collateral, to the extent any remains at such offices.

Greenfield represents and warrants to Sumitomo that: (i) it has the right to sell the Patent to Sumitomo pursuant to the Orders, free and clear of any liens and encumbrances of every kind and nature whatsoever, (ii) Greenfield has received no notice of any claim

2340 S. Arlington Heights Road
Suite 605
Arlington Heights, IL 60005

Tel: 847.228-2700
Fax: 847.228-5530
<http://www.sumitomocorp.com>

SCOA METRA PROJECT

PATENT

REEL: 013386 FRAME: 0537

Mr. Vigna and Mr. Tomasello
September 25, 2002
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by any third party with respect to the Patent except Sumitomo, and (iii) to Greenfield's knowledge, except for the Orders, no unreleased security agreement, financing statement or other instrument encumbering the Patent has been recorded, filed, executed or delivered. Notwithstanding the foregoing, in all circumstances, the total maximum amount of any damages which Sumitomo would be entitled to recover from Greenfield on account of any breach by Greenfield of such representations and warranties shall not exceed \$4000.00, inclusive of all fees, costs and expenses, including, but not limited to attorneys' fees. Greenfield agrees to execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Patent to Sumitomo.

Please indicate your acceptance to the terms and conditions of the letter by executing this letter below and returning same to my attention.

Sincerely,

Sumitomo Corporation

By: 

Toshibiko Nishijima

Title: Program Manager, Metra Gallery Car Project

Date: Sep 25, 2002

AGREED AND ACKNOWLEDGED:

Greenfield Commercial Credit, LLC

By: 

Title: CREDIT MANAGER

Date: 10/1/02

536534-2

P.03

TOTAL P.03

RECORDED: 10/15/2002

PATENT
REEL: 013386 FRAME: 0538