

12-24-2002

REC



ER SHEET

102320431

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

1. Name of conveying party(ies):
Stephanie Carol Brown
Michael Alois Kolowski
Paul Bryan Maxwell
Billy Joe Ratliff, Jr.
12-11-02
Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies):
Name: **The Goodyear Tire & Rubber Company**
Internal Address: **Department 823**
Street Address: **1144 East Market Street**
City: **Akron** State: **OH** Zip: **44316**
Fax Number: **330-796-9018**
Additional name(s) & address(es) attached? yes no

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: February 26, 1999, March 1, 1999

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): 09/744,459
B. Patent No.(s)
Additional numbers attached? yes no

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)

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 **DN1999-059**
Street Address: 1144 East Market Street
City: **Akron** State: **Ohio** Zip: **44316-0001**

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 L. King* Signature *Dec 6, 2002* 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

12/23/2002 LMUELLER 00000175 071725 09744459
01 FC:4021 40.00 CH

PATENT
REEL: 13595 FRAME: 0355

ASSIGNMENT

WHEREAS, WE, Stephanie Carol Brown, Michael Alois Kolowski, Paul Bryan Maxwell and Billy Joe Ratliff of 515 Piccadilly Circle, Akron, Ohio 44319; 2993 Sunnybrook Road, Mogadore, Ohio 44260; 1065 Hollister Drive, Kent, Ohio 44240; and 3844 Talent Drive, Akron, Ohio 44319; respectively

have invented certain improvements in AN ON/OFF ROAD TREAD, and described in a patent application executed the 26th day of February, 1999 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 co-operate 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).

| | | | | |
|------------------------------------|--------|---|-------------|--------------|
| <u>Jacalyn S. Kelly</u> WITNESS | (L.S.) | <u>Stephanie Carol Brown</u> Stephanie Carol Brown | <u>2/26</u> | <u>19 99</u> |
| <u>Jacalyn S. Kelly</u> WITNESS | (L.S.) | <u>Michael Alois Kolowski</u> Michael Alois Kolowski | <u>2/26</u> | <u>19 99</u> |
| <u>Jacalyn S. Kelly</u> WITNESS | (L.S.) | <u>Paul Bryan Maxwell</u> Paul Bryan Maxwell | <u>3-1</u> | <u>19 99</u> |
| <u>Jacalyn S. Kelly</u> WITNESS | (L.S.) | <u>Billy Joe Ratliff, Jr.</u> Billy Joe Ratliff, Jr. | <u>2/26</u> | <u>19 99</u> |

State of Ohio)
)
County _____ of Summit)

SS:

On this 26th day of February, 19 99, before me personally appeared Stephanie Carol Brown

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

State of Ohio)
)
County _____ of Summit)

SS:

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

On this 26th day of February, 19 99, before me personally appeared Michael Alois Kolowski

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

State of Ohio)
)
County _____ of Summit)

SS:

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

On this 1st day of March, 19 99, 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

State of Ohio)
)
County _____ of Summit)

SS:

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

On this 26th day of February, 19 99, before me personally appeared Billy Joe Ratliff, Jr.

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