

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P08/REV03

RECORDAT'

COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

2002 DEC 30 PM 3:04

PAT

01-09-2003

Tab settings

FINANCE SECTION

To the Honorable Commissioner of Patents and Trade

1. Name of conveying party(ies):

KUBINSKI, Donald Chester
SMITH, Michael Wallace

12-30-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **October 16, 1998**

102332715

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

Name: **The Goodyear Tire & Rubber Company**Internal Address: **Patent & Trademark Dept. D/823**Street Address: **1144 East Market Street**City: **Akron**State: **OH**ZIP: **44316**Additional name(s) & address(es) attached? ☐ 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:

A. Patent Application No.(s)

09/762,547

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: **Howard M. Cohn**

Internal Address:

01/08/2003 LNUELKER 00000218 071725 09762547

01 FC:8021

40.00 CH

Street Address: **21625 Chagrin Blvd. Suite 220**City: **Akron**State: **OH**ZIP: **44122**

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:

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.

Howard M. Cohn

December 23, 2002

Name of Person Signing

Signature

Date

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

3

ASSIGNMENT

WHEREAS, We, Donald Chester Kubinski of 2340 Ridgewood Road, Medina and Michael Wallace Smith of 2965 Reservoir Drive, Mogadore both of Ohio, United States of America have invented certain improvements in STRESS NEUTRALIZATION OF AN APEX FILLER FOR A TIRE BEAD SUBASSEMBLY, and described in a patent application executed the 16th day of October, 1998 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).

Dolores A. Wernick (L.S.) Donald Chester Kubinski, October 16 1998
WITNESS Donald Chester Kubinski

Dolores A. Wernick (L.S.) Michael Wallace Smith, October 16 1998
WITNESS Michael Wallace Smith

State of Ohio)

County of Summit) SS:

On this 16th day of October, 19 98, before me personally appeared
Donald Chester Kubinski

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.

Dolores A Warnick, nee (Mazak)

Notary Public

DOLORES A MAZAK, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Aug 28, 1999

State of Ohio)

County of Summit) SS:

On this 16th day of October, 19 98, before me personally appeared
Michael Wallace Smith

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.

Dolores A Warnick, nee (Mazak)

Notary Public

DOLORES A MAZAK, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Aug 28, 1999

goodyear/gy154.asn