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documents or copy thereof.

102336193 Name of conveying party(ies): The Steelastic Company LLC 1. Additional name(s) of conveying party(ies) attached? **NO** 

|                  | , tagineria mamo(o) or oom o) mg party (too) attached.                                                                                                                        | 10,     |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 2. Na            | ame and Address of receiving party(ies):                                                                                                                                      |         |
|                  | The Goodyear Tire & Rubber Company, 1144 E. Market Street, Akron, OH 44316-0                                                                                                  | 1001    |
|                  | Additional name(s) and address(es) attached? Yes _X No                                                                                                                        |         |
| 3.               | Nature of Conveyance:                                                                                                                                                         |         |
|                  | X Assignment Merger Security Agreement Change of Name                                                                                                                         |         |
|                  | Other Execution Date: December 17, 2002                                                                                                                                       |         |
| 4.               | Application number(s) or patent number(s):                                                                                                                                    |         |
|                  | If this document is being filed together with a new application, the execution date of th application is <b>December 17 and 18, 2002</b> .                                    | е       |
| Α.               | Patent Application No.(s)  B. Patent No.(s)                                                                                                                                   |         |
|                  | Express Mail #EV127169541US Filed December 20, 2002                                                                                                                           | 13      |
|                  | Additional numbers attached? Yes _X No                                                                                                                                        |         |
| <del>5</del> .   | Name and Address of party to whom correspondence concerning document should be mailed:                                                                                        |         |
|                  | C. Richard Eby, Esq.<br>WOOD, HERRON & EVANS, L.L.P.<br>2700 Carew Tower                                                                                                      |         |
|                  | Cincinnati, Ohio 45202                                                                                                                                                        |         |
| 6.               | Total number of applications and patents involved: 1                                                                                                                          |         |
| 7.               | Total fee (37 CFR 3.41): \$40.00                                                                                                                                              |         |
|                  | X Enclosed X Any deficiencies Authorized to be charged to Deposit Account No. 23-3000.                                                                                        |         |
|                  | DO NOT USE THIS SPACE                                                                                                                                                         |         |
| 8.               | 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. | rmation |
|                  | C. Richard Eby, Esq. Signature Date                                                                                                                                           |         |
| A /5883          | Total number of pages including cover sheet, attachments and documents: 3  LINELLER 00000301 233000 10325293                                                                  |         |
| 0/2003<br>C:8021 | LNUELLER 00000301 233000 10325293 40.00 CH                                                                                                                                    |         |

**PATENT** 

REEL: 013641 FRAME: 0981

## ASSIGNMENT OF INVENTION

WHEREAS, The Steelastic Company LLC, a Limited Liability Corporation with offices at 1557 Industrial Parkway, Akron, Ohio 44310, (hereinafter referenced as ASSIGNOR) is the owner of the inventions and useful improvements in TIRE PREPARATION PLY MANUFACTURING APPARATUS AND METHOD.

AND WHEREAS, The Goodyear Tire & Rubber Company with offices at 1144 East Market Street, Akron, Ohio 44316-0001 (hereinafter referenced as ASSIGNEE) is desirous of acquiring all interest in, to and under said inventions and useful improvements in the TIRE PREPARATION PLY MANUFACTURING APPARATUS AND METHOD and any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, by these presents does hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the entire right, title and interest in the said inventions, and patent applications thereon, including any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEE, as the assignees of the whole right, title and interest thereto.

And ASSIGNOR further agrees to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to ASSIGNOR and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto.

And ASSIGNOR further agrees to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reissue or reissues of any Letters Patent which may be granted for the aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense.

And ASSIGNOR further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any interference or litigation related thereto.

And ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the assignment and sale.

And ASSIGNOR hereby authorize and request any one of the attorneys of Wood, Herron & Evans, L.L.P., 441 Vine Street, 2700 Carew Tower, Cincinnati, Ohio 45202, to insert in the spaces that follow the application serial number of said application when known.

| Serial Number: | Filing Date: |  |
|----------------|--------------|--|
|                |              |  |

PATENT REEL: 013641 FRAME: 0982

| The Steelastic Company LLC,                                                                           |
|-------------------------------------------------------------------------------------------------------|
| Mint Jethen                                                                                           |
| By: Brian Fetzer, C.O.O.                                                                              |
| Date Lec. 17, 2000                                                                                    |
| STATE OF OHIO :                                                                                       |
| STATE OF UNITO : :ss.                                                                                 |
| COUNTY OF SUMMIT :                                                                                    |
| Before me this 17 <sup>th</sup> day of DECEMBER, 2002, personally appeared Brian Fetzer,              |
| known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is    |
| subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and |
| deed for the purposes therein contained.                                                              |
| Theolis & Prings                                                                                      |
| Notary ∯ublic /                                                                                       |

[Notary's Seal Here]

My Commission Expires:

Phyllis J. Prinzo, Notary Public Residence - Summit County State Wide Jurisdiction, Ohio My Commission Expires Oct. 31, 2004

**RECORDED: 12/20/2002**