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Docket No.: 1-24319

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P08A/REV03

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1. Name of conveying party(ies):
Hans-Jürgen Schultze
5.27.03
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **SPICER GELENKWELLENBAU GMBH & CO.**
Address: **Westendhof 5-9, D-45143 Essen**
City: _____ State/Prov.: _____
Country: **Germany** ZIP: _____
Additional name(s) & address(es) Yes No

J1036 U.S. PTO
10/445620
05/27/03

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **May 23, 2003**

4. Application number(s) or patent numbers(s): *10445620*
If this document is being filed together with a new application, the execution date of the application is: **May 23, 2003**
Patent Application No. _____ Filing date _____
Additional numbers Yes No

B. Patent No.(s) _____
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Richard S. MacMillan**
Registration No. **30,085**
Address: **MacMillan, Sobanski & Todd, LLC**
One Maritime Plaza, Fourth Floor
720 Water Street
City: **Toledo** State/Prov.: **OH**
Country: **US** ZIP: **43604**

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....\$ **40.00**
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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.
Richard S. MacMillan
Name of Person Signing

Richard S. MacMillan
Signature

May 27, 2003
Date

3

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ASSIGNMENT

WHEREAS HANS-JÜRGEN SCHULTZE, of Im Johannestal 99, 46240 Bottrop, Germany (ASSIGNOR) has invented and owns an invention entitled "UNIVERSAL JOINT HAVING A BALANCING ARRANGEMENT" for which an application for United States Patent was executed on even date herewith; and

WHEREAS, SPICER GELENKWELLENBAU GMBH & CO. KG, of Westendhof 5-9, D-45143 Essen, Germany (ASSIGNEE) is desirous of acquiring the entire interest in, to, and under said invention and in, to, and under any Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE the full and exclusive right, title, and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right of priority under the International Convention of 1883 and later modifications thereof, and to all Patents or similar protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute, or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted. ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale. ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention, and said Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the

same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said application, said invention and said Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

H.-J. Schultze

HANS-JÜRGEN SCHULTZE

Date: 23.5.03

Erhard Müller

Witness

Erhard Müller

Date: 2003-05-23

Wolfgang Sauer

Witness

Wolfgang Sauer

Date: 23.05.2003