

FORM PTO-1595
(Rev 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies):
**Randall Raymond Brayer, Charles Kenneth Schmalix,
Billy Joe Ratliff, Jr.**

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: **June 18, 2003**

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): **29/185,140**

B. Patent No.(s)

Additional numbers attached? yes no

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 DN2003089**
Street Address: **1144 East Market Street**
City: **Akron** State: **Ohio** Zip: **44316-0001**

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**

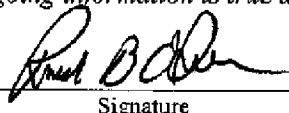
(Attach duplicate copy of this page if paying by deposit account)

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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 B. O'Planick, Reg. No. 29,096
Name of Person Signing


Signature

4/5/04
Date

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

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Commissioner of Patents & Trademarks,
P. O. Box 1450, Alexandria, Virginia 22313-1450
Facsimile transmission sent to: (703) 306-5995

CH \$40.00 071725 29185140

Docket No.: DN2003089

Serial No.: 29/185,140

Filed: June 23, 2003

ASSIGNMENT

WHEREAS, WE, Randall Raymond Brayer, Charles Kenneth Schmalix and Billy Joe Ratliff, Jr., of 2201 Rohrer Street, N.W., North Canton, Ohio 44720, U.S.A.; 8882 Greenmeadow Avenue, Canal Fulton, Ohio 44614, U.S.A.; and 869 Skyside Drive, Clinton, Ohio 44216, U.S.A., respectively, have invented certain improvements in **TIRE TREAD**, and described in a patent application executed the 18th day of June, 2003, by the undersigned for filing in The United States of America, being owners 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 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 and request 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 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 cooperate to the best of 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 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 have hereunto set their hands and seals on the dates set after their signatures.

<u>Stacy J. Sidle</u> WITNESS	(L.S.) <u>Randall Raymond Brayer</u> Randall Raymond Brayer	<u>6/18</u> , 2003
<u>Stacy J. Sidle</u> WITNESS	(L.S.) <u>Charles Kenneth Schmalix</u> Charles Kenneth Schmalix	<u>6/18</u> , 2003
<u>Stacy J. Sidle</u> WITNESS	(L.S.) <u>Billy Joe Ratliff, Jr.</u> Billy Joe Ratliff, Jr.	<u>6/18</u> , 2003

Docket No. DN2003089

State of Ohio)
County of Summit) SS:

On this 18th day of June, 2003, before me personally appeared Randall Raymond Brayer to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle

Notary Public
STACY J. SIDLE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires August 25, 2007

State of Ohio)
County of Summit) SS:

On this 18th day of June, 2003, before me personally appeared Charles Kenneth Schmalix to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle

Notary Public
STACY J. SIDLE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires August 25, 2007

State of Ohio)
County of Summit) SS:

On this 18th day of June, 2003, before me personally appeared Billy Joe Ratliff, Jr. to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.

Stacy J. Sidle

Notary Public
STACY J. SIDLE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires August 25, 2007