

Docket No.: DN2003178

Serial No.: 29/192,382

Filed: October 23, 2003

ASSIGNMENT

WHEREAS, I, Paul Bryan Maxwell, of 1065 Hollister Drive, Kent, Ohio 44240, U.S.A., have invented certain improvements in **TIRE TREAD**, and described in a patent application executed the _____ day of October, 2003, by the undersigned for filing in The United States of America, being owner 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:

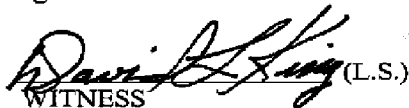
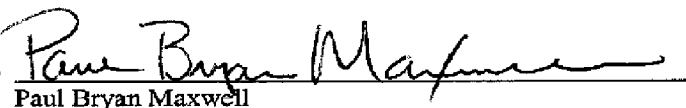
NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in 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 authorizes and requests 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 agrees 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 my 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 authorizes 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 hereunto set his/her hand and seal on the date set after his/her signatures.

 (L.S.)  10-22, 2003
 WITNESS Paul Bryan Maxwell

State of Ohio)
) SS:
 County of Summit)

On this 22 day of October, 2003, before me personally appeared Paul Bryan Maxwell 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.


 DAVID L. KING, Attorney At Law
 Notary Public - State of Ohio
 My commission has no expiration date
 Sec. 147.01