

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

10-03-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102565623

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-1-03
Johny G. Burgers
Michael E. Davies
Christopher R. Shore
Stephen A. Beech
Casey C. Brown

Additional names(s) of conveying party(ies) Yes No

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

Name: Dana Canada Corporation

Internal Address: _____

Street Address: 656 Kerr Street

Oakville, Ontario L6K 3E4 CANADA

City: _____ State: _____ ZIP: _____

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: 5/30/03 and 6/20/03

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)

10/453,361

Additional numbers attached? Yes No

B. Patent No.(s)

OPR/FINANCE
203 OCT -1 PM 3:03

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

Name: Adam B. Strauss

Internal Address: Dykema Gossett PLLC

10/02/2003 LUMELLER 00000127 042223 10453361

01 FC:0021 40.00 BA

Street Address: Suite 300

39577 Woodward Avenue

City: Bloomfield Hills State: MI ZIP: 48304

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

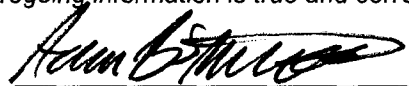
8. Deposit account number:

04-2223

(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.

Adam B. Strauss  September 29, 2003

Name of Person Signing Signature **9** Date

Total number of pages including cover sheet, attachments, and document: **9**

ASSIGNMENT

WHEREAS, **JOHNY G. BURGERS** (hereinafter referred to as **BURGERS**), **MICHAEL E. DAVIES** (hereinafter referred to as **DAVIES**); **CHRISTOPHER R. SHORE** (hereinafter referred to as **SHORE**); **STEPHEN A. BEECH** (hereinafter referred to as **BEECH**) and **CASEY C. BROWN** (hereinafter referred to as **BROWN**) whose full post office addresses are 1210 Priory Court, Oakville, Ontario L6M 1B7, Canada; 29 Macdui Drive, Stoney Creek, Ontario, L8G 4K1, Canada; 62 Pinehurst Drive, Hamilton, Ontario, L8T 4J2, Canada; 18-840 Dundas Street West, Mississauga, Ontario, L5C 1C2, Canada; and 24 Mount Lorette Close SE, Calgary, Alberta, T2Z 2L6, Canada have invented certain new and useful improvements in an invention entitled:

LATERAL PLATE FINNED HEAT EXCHANGER

for which a Canadian Patent Application No. 2,389,119 was filed on June 4, 2002 and an United States patent application No. 10/453,361 filed on 06/03/2003 for such invention;

AND WHEREAS, the invention was made by BURGERS, DAVIES, SHORE, BEECH and BROWN during the course of their employment with Dana Canada Corporation with a place of business at 656 Kerr Street, Oakville, Ontario, L6K 3E4, Canada;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to them in hand paid, the receipt of which is hereby acknowledged, BURGERS, DAVIES, SHORE, BEECH and BROWN hereby confirm that they have sold, assigned and transferred, and do hereby sell, assign and transfer to DANA CANADA CORPORATION, its successors and assigns, the whole right, title and interest in and to said invention for the United States of America, Canada and for all other countries and to any Letters Patent that may be obtained for said invention;

AND BURGERS, DAVIES, SHORE, BEECH and BROWN hereby covenant and agree to do all such things and to execute without further consideration such further assurances, applications, and other instruments as may reasonably be required to obtain Letters Patent for said invention and vest the same in DANA CANADA CORPORATION, its successors and assigns;

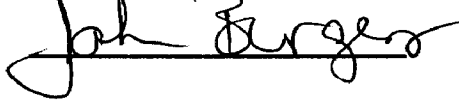
AND BURGERS, DAVIES, SHORE, BEECH and BROWN hereby authorize and request the Commissioner of Patents to issue said Letters Patent to DANA CANADA CORPORATION the Assignee of the entire right, title and interest in and to the same, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by them had this Assignment and sale not been made;

AND BURGERS, DAVIES, SHORE, BEECH and BROWN hereby authorize and empower said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for said invention filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from them, and BURGERS, DAVIES, SHORE, BEECH and BROWN hereby assign to said assignees all their said right to claim such priority in any country from said patent applications;

AND BURGERS, DAVIES, SHORE, BEECH and BROWN hereby authorize and grant to the firm RIDOUT & MAYBEE LLP of One Queen Street East, Suite 2400, Toronto, Ontario, M5C 3B1, Canada, the power to insert on this Assignment such further identification which may be necessary or desirable in order to comply with the patent regulations of any country for recordation of this document.

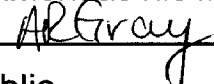
Executed on this 30 day of May, 2003 at Oakville, Ontario.

Johnny G. BURGERS



NOTARIAL CERTIFICATE

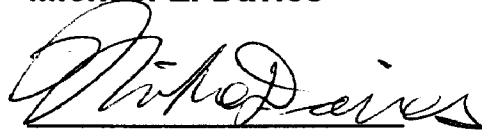
Before me this 30 day of May 2003 personally appeared **Johnny G. BURGERS** to me known and known to me to be the individual described in the foregoing Assignment, who in my presence executed this Assignment and who by me being sworn did acknowledge that he executed this Assignment as his free act and deed.



Notary Public

Executed on this 30 day of May, 2003 at Oakville, Ontario.

Michael E. Davies



NOTARIAL CERTIFICATE

Before me this 30 day of May 2003 personally appeared **Michael E. Davies** to me known and known to me to be the individual described in the foregoing Assignment, who in my presence executed this Assignment and who by me being sworn did acknowledge that he executed this Assignment as his free act and deed.


Notary Public

Executed on this 30 day of May, 2003 at Oakville, Ontario.

Christopher R. Shore



NOTARIAL CERTIFICATE

Before me this 30 day of May 2003 personally appeared **Christopher R. Shore** to me known and known to me to be the individual described in the foregoing Assignment, who in my presence executed this Assignment and who by me being sworn did acknowledge that he executed this Assignment as his free act and deed.



Notary Public

Executed on this 30 day of May, 2003 at Oakville, Ontario.

Stephen A. Beech

Stephen Beech

NOTARIAL CERTIFICATE

Before me this 30 day of May 2003 personally appeared **Stephen A. Beech** to me known and known to me to be the individual described in the foregoing Assignment, who in my presence executed this Assignment and who by me being sworn did acknowledge that he executed this Assignment as his free act and deed.

AR Gray

Notary Public

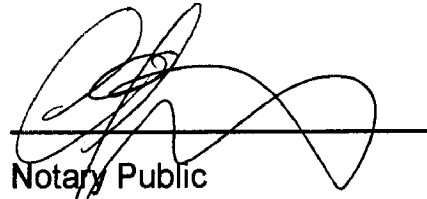
Executed on this 20 day of June, 2003 at Calgary, Alberta

Casey C. Brown



NOTARIAL CERTIFICATE

Before me this 20 day of June 2003 personally appeared **Casey C. Brown** to me known and known to me to be the individual described in the foregoing Assignment, who in my presence executed this Assignment and who by me being sworn did acknowledge that he executed this Assignment as his free act and deed.



Notary Public

**CLINT R. SUNTJENS, LL.B.
BARRISTER AND SOLICITOR**