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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Harvey J. Golumbic

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Court Ordered Assignment

Execution Date: 05/28/2003

2. Name and address of receiving party(ies)

Name: Harvey J. and June Ruth Golumbic

Internal Address: _____

Street Address: P.O. Box 7046City: Capistrano Beach State: CA Zip: 92624Additional name(s) & address(es) attached? ☐ Yes ☒ No

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) _____

B. Patent No.(s) 6,001,906 and
6,228,926Additional numbers attached? ☐ Yes ☒ No

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

Name: Harold L. Jackson

Internal Address: _____

Street Address: 14751 Plaza Drive, Suite NCity: Tustin State: CA Zip: 927806. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41).....\$ 80.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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9. Signature.

Franklin E. Gibbs, Esq.

Name of Person Signing

Signature

Date

9-30-03

Total number of pages including cover sheet, attachments, and documents: ☐

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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FINANCE SECTION

PATENT
REEL: 014546 FRAME: 0560

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Attorneys for Plaintiff
Slauson Transmission Parts, Inc.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
MAR 28 2003

ALAN SLATER, Clerk of the Court
K. Lewis
BY K. LEWIS

SUPERIOR COURT FOR THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

June Ruth Golumbic,)	Case No.: 96 D 009652
)	
Plaintiff,)	<i>RD</i>
)	[PROPOSED] ORDER ASSIGNING
vs.)	PATENT RIGHTS AND ASSIGNMENT OF
)	PROCEEDS RELATED TO THE
Harvey J. Golumbic,)	MANUFACTURING OR SALE, LICENSING
)	AND/OR GRANTS UNDER U.S. PATENTS
Defendant)	Nos. 6,001,906 AND 6,228,926
)	
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TO HARVEY J. GOLUMBIC AND ANY ATTORNEY OF RECORD FOR HARVEY
J. GOLUMBIC:

Pursuant to California Code of Civil Procedure §708.510 and
in accordance with this Court's Order of January 11, 2001, the
Court orders as follows:

- June Ruth Golumbic is assigned a one-half (1/2) interest in
United States Patent Numbers 6,001,906 and 6,228,926
(hereafter referred to as "the patents").

REC'D JAN 24 '03

- 1 2. June Ruth Golumbic is exclusively assigned the right to
2 manufacture or sale under, license, and/or issue grants
3 under the patents.
- 4 3. Mr. Lewis R. Crousse, II, Esq. as will act as trustee and
5 receive in trust (hereafter the "Trust") all income derived
6 from the manufacture or sale under, licensing of, or grants
7 under, the patents. This includes all income derived from
8 the manufacture or sale under, licensing of, or grants
9 under, the patents arising from any contract for the
10 manufacture or sale under, licensing, or grants under the
11 patents. This applies to any existing contract(s) and all
12 future contract(s) for the manufacture or sale under,
13 licensing of, or grants under, the patents. This further
14 includes all income derived from any such contracts, and
15 all future income to be received, from the manufacture or
16 sale under, licensing of, or grants under, the patents.
17 (Hereafter referred to as income).
- 18 4. Mr. Crousse is located at 444 West Tenth Street, Santa Ana,
19 CA 92701 and his phone number is (714) 543-0301.
- 20 5. Should Mr. Lewis R. Crousse, II, Esq. be unable to continue
21 performing as trustee of the Trust, then June Ruth Golumbic
22 shall secure the services of another trustee.
- 23 6. June Ruth Golumbic is assigned one-half (1/2) of the
24 profits from the manufacture or sale under, licensing of,
25 or grants under, the patents. Profits here and hereafter
26 being defined as income received from the manufacture or
27 sale under, licensing of, and/or grants under, the patents
28 less expenses and costs, and not including personal or

1 business entity income tax. Costs shall also include any
2 and all expenses related to the motion underlying this
3 Order to the Court including, but not limited to, attorney
4 fees and Court costs. Costs shall also include any and all
5 costs, expenses, and/or fees related to any legal action
6 regarding the patents such as, but not limited to, an
7 infringement suit or declaratory judgment. Such costs can
8 include, but are not limited to, attorney fees, Court
9 costs, deposition related costs and expenses, and expert
10 fees. Costs shall also include any cost and/or expenses
11 related to paragraphs 18, 19 and 20 of this Order and any
12 other reasonable cost, expense, and/or fee related to the
13 patents and/or to the implementation of this Order.

14 7. As to Harvey J. Golumbic, costs shall also include any
15 monies owed to June Ruth Golumbic pursuant to this Court's
16 Order of January 11, 2001, including spousal support.

17 8. Harvey J. Golumbic is assigned one-half (1/2) of the
18 profits realized from the manufacture or sale under,
19 licensing of, or grants under, the patents.

20 9. The Trust shall provide Harvey J. Golumbic with one-half
21 (1/2) of the profits realized from the manufacture or sale
22 under, licensing of, or grants under, the patents by
23 December 31 for each year that profits are realized from
24 said manufacture, sale, licensing, or grants.

25 10. June Ruth Golumbic shall be responsible for the payment of
26 taxes due on her one-half (1/2) of the profits realized
27 from the manufacture or sale under, licensing of, or grants
28 under, the patents.

- 1 11. Harvey J. Golumbic shall be responsible for the payment of
2 taxes due on his one-half (1/2) of the profits realized
3 from the manufacture or sale under, licensing of, or grants
4 under, the patents.
- 5 12. Harvey J. Golumbic retains the right to transfer his right
6 to receive his (1/2) of the profits realized from the
7 manufacture or sale under, licensing of, or grants under,
8 the patents. However, the transfer of said right does not
9 negate the requirement that any monies owed to June Ruth
10 Golumbic pursuant to this Court's Order of January 11,
11 2001, including spousal support, shall be part of the costs
12 in determining the profits available to any transferee.
- 13 13. June Ruth Golumbic retains the right to transfer her right
14 to receive her (1/2) of the profits realized from the
15 manufacture or sale under, licensing of, or grants under,
16 the patents. The transfer of said right shall terminate
17 the requirement that any monies owed to June Ruth Golumbic
18 pursuant to this Court's Order of January 11, 2001,
19 including spousal support, shall be part of the costs in
20 determining the profits available to any transferee.
- 21 14. June Ruth Golumbic has the exclusive right regarding the
22 manufacture or sale under, license or grant any subsequent
23 patent(s) obtained by Harvey J. Golumbic that is/are an
24 improvement to the United States Patent Numbers 6,001,906,
25 and/or 6,228,926 under the same terms as specified in this
26 Order.
- 27 15. June Ruth Golumbic is not obligated to actively pursue any
28 further manufacture or sale under, licensing, or grants

1 under the patents or any subsequent patent(s) obtained by
2 Harvey J. Golumbic that is/are an improvement to United
3 States Patent Numbers 6,001,906, and/or 6,228,926. Any
4 income derived from the manufacture or sale under,
5 licensing, or grants under any such subsequent patent(s)
6 will be handled in accordance with this Order.

7 16. June Ruth Golumbic exclusively retains the right to sue for
8 infringement of the patents or any subsequent patent(s)
9 obtained by Harvey J. Golumbic that is/are an improvement
10 to United States Patent Numbers 6,001,906, and/or
11 6,228,926. This right extends to a suit for infringement
12 against any individual(s) and/or entities manufacturing or
13 selling the subject matter of the patents where such
14 individual(s) and/or entities do not pay the Trust for the
15 manufacture or sale under, licensing of, or grants under,
16 the patents.

17 17. June Ruth Golumbic is not obligated to initiate any
18 infringement suits in regards to the patents or any
19 subsequent patent(s) obtained by Harvey J. Golumbic that
20 is/are an improvement to United States Patent Numbers
21 6,001,906, and/or 6,228,926.

22 18. June Ruth Golumbic shall make any and all maintenance fee
23 payments in regards to the patents and such payments will
24 be considered a cost incurred in the year the payment was
25 made. Should June Ruth Golumbic chose not to continue
26 making the maintenance payments, for any reason, she will
27 provide Harvey J. Golumbic with at least six (6) months
28 notice before the due date of the next maintenance payment

1 for each patent that she will no longer make said
2 maintenance payment. Said notice will serve to terminate
3 her right to continue to receive one-half (1/2) of the
4 profits from the patent, or patents, for which the
5 maintenance fee(s) are no longer being paid by June Ruth
6 Golumbic.

7 19. Notice under paragraph 18 of this Order is deemed made
8 where June Ruth Golumbic sends a letter via mail, i.e.
9 United States Mail or mail service of any foreign country
10 where Harvey J. Golumbic is domiciled or has residence, to
11 Harvey J. Golumbic and thus notifies Harvey J. Golumbic
12 that June Ruth Golumbic chose not to continue making the
13 maintenance payments. In the event such attempts are not
14 fruitful, June Ruth Golumbic may provide notice to Harvey
15 J. Golumbic by publishing the following: "Harvey J.
16 Golumbic please take notice that June Ruth Golumbic will no
17 longer make maintenance payments," and include an
18 identification of the pertinent patent number(s), for five
19 (5) consecutive days in the classified section of the "Los
20 Angeles Times" newspaper.

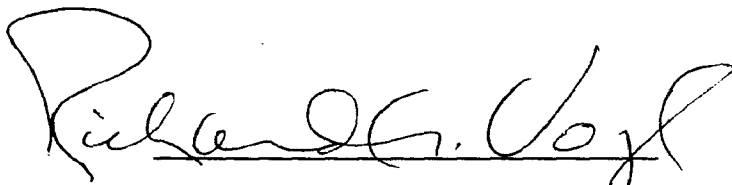
21 20. If Harvey J. Golumbic does not notify June Ruth Golumbic
22 where Harvey J. Golumbic's profits are to be sent, or the
23 profits are returned to June Ruth Golumbic, then Harvey J.
24 Golumbic's profits will be taxed at June Ruth Golumbic's
25 personal income tax rate for the year the profits were
26 realized. The personal income tax due will be deducted
27 from Harvey J. Golumbic's profits and the remaining moneys
28 will remain in the Trust for a term not to exceed three (3)

1 years. Thereafter, Harvey J. Golumbic is entitled to
2 receive only the aforementioned moneys in said Trust
3 designated for Harvey J. Golumbic up to the three (3) year
4 period. Any monies being deposited for more than three (3)
5 years and not claimed by Harvey J. Golumbic shall become
6 the property of June Ruth Golumbic. In such an event, the
7 Trust will distribute such funds to June Ruth Golumbic.
8

9 IT IS SO ORDERED

10 **MAR 28 2003**

11 Date: _____



12 The Honorable Richard Vogel
13 Judge, **COMMISSIONER**
14 Superior Court for the
15 State of California,
16 County of Orange
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Vogel