

10-22-2003

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION

PAT

DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies):
CLARKDALE LIMITED (IN LIQUIDATION) AND
DAVID JOHN PALLAN AND
MICHAEL DAVID ROLLINGS
(JOINT LIQUIDATORS) 10-20-03

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 3 DECEMBER 1999

2. Name and address of receiving party(ies)

Name: AP HYDRAULICS LIMITED

Internal Address: _____

Street Address: P O BOX 2085, TACHBROOK ROAD

LEAMINGTON SPA, WARWICKSHIRE, CV31 3ER
City: _____ State: _____ Zip: _____
UNITED KINGDOMAdditional 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) 7 PATENTS LISTED ON PAGE 2
HEREOF AND MARKED WITH AN ASTERISK (*)
ON THE SCHEDULE OF THE ASSIGNMENTAdditional numbers attached? ☒ Yes ☐ No

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

Name: PAUL E MILLIKEN

Internal Address: _____

Street Address: 9061 WALL STREET, NW

City: MASSILLON State: OH Zip: 44646-1676

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

PAUL E MILLIKEN

Name of Person Signing

Signature

10-16-2003

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/22/2003 6TOM11 00000006 5062320

01 FC:8021

280.00 OP

(1 January 2003)

PATENT
REEL: 014601 FRAME: 0133

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

4. Application number(s) or patent number(s)

B. Patent No.(s)

5 062 320

5 029 491

5 461 941

5 609 073

5 542 316

5 560 268

5 557 986

Dated: 3 December 1999

CLARKDALE LIMITED (in liquidation)

- and -

DAVID JOHN PALLEN and MICHAEL DAVID ROLLINGS

- and -

AP HYDRAULICS LIMITED

ASSIGNMENT OF NON-UK PATENTS

ASHURST MORRIS CRISP
Broadwalk House
5 Appold Street
London EC2A 2HA

Tel: 0207-638 1111
Fax: 0207-972 7990

SER/A87800009/1407170



THIS ASSIGNMENT is made on 3 December 1999

BETWEEN:-

- (1) **CLARKDALE LIMITED** (in liquidation) (No.3794625) whose registered office is at Tachbrook Road, Leamington Spa, Warwickshire, CV31 3ER (the "Assignor") acting by it joint liquidators;
- (2) **DAVID JOHN PALLEN** and **MICHAEL DAVID ROLLINGS** of Ernst & Young, Rolls House, 7 Rolls Buildings, Fetter Lane, London EC4A 1NH (the "Joint Liquidators"); and
- (3) **AP HYDRAULICS LIMITED** (No.3794613) whose registered office is at Tachbrook Road, Leamington Spa, Warwickshire, CV31 3ER (the "Assignee");

RECITALS

- (A) The Assignor is the proprietor of the non-UK patents and of the benefit of the non-UK patent applications set out in the schedule hereto (together the "Patents") all of which stand or are proceeding in the name of the Assignor.
- (B) By a special resolution of the Assignor passed at an Extraordinary General Meeting duly convened and held on 3 December 1999 it was resolved that:-
 - (1) the Assignor be wound up voluntarily;
 - (2) the Joint Liquidators be appointed joint liquidators of the Assignor for the purposes of such winding up; and
 - (3) the Joint Liquidators be authorised pursuant to sections 110 and 111 of the Insolvency Act 1986 to enter into an agreement to transfer the Business and Assets as defined in an agreement of even date between, inter alia, the Assignor, the Joint Liquidators and the Assignee (the "Hydraulics Agreement") to the Assignee and in connection with which this assignment is made.

THE PARTIES AGREE AS FOLLOWS:-

1. In pursuance of the Hydraulics Agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee with full title guarantee the Patents to the intent that the grant of any patent thereon shall be in the name of and vest in the Assignee together with:
 - 1.1 all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents prior to the date hereof; and
 - 1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the invention claimed in any of the Patents including the right to claim priority

therefrom to the intent that the grant of any patent or similar protection shall be in the name of and vest in the Assignee.

2. The sum specified in clause 1 above is exclusive of any amount arising in respect of VAT and the Assignee shall pay a sum equal to such amount to the Assignor by way of additional consideration.
3. The Assignor further covenants that it will at all times hereafter do or procure the doing of all acts and/or execute or procure the execution of all such documents necessary or desirable to give effect to this assignment.
4. The parties hereby agree that the Joint Liquidators are acting as agent of the Assignor solely in their the capacity as joint liquidators and accordingly neither they nor either of them shall be obliged to perform any obligations hereunder save to the extent they are able to do so in such capacity. Neither the Joint Liquidators nor their firm shall incur any personal liability under this Assignment or under any document made to implement its terms.
5. The parties hereto acknowledge that they do not enter into this Assignment on the basis of and do not rely, and have not relied, upon any statement, representation or warranty (in any case whether oral or written) made or given by the Assignor or the Joint Liquidators or any of their employees, advisors or agents or by any other person (whether a party to this Assignment or not), except those expressly repeated or referred to in this Assignment.
6. This assignment shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

IN WITNESS whereof this assignment has been executed on the date first above written.

**SCHEDULE
The Patents**

HYDRAULICS DIVISION				
Ref.	Title	Application No.	Country	Patent No.
A1707	ROLLER CAGE LOCATION	483 783	Spain	483 783/5
		79 301550.4	France (EPO)	0 008 876
		0573/BE/82	Italy (EPO)	0 008 876
A1721	VACUUM DOOR LOCK	83 223	United States	4 346 573
A1749	INTERLOCKED PRE-LOAD BEARING	165 346	United States	4 372 621
A1755	SCREWED WEDGE STRUT ADJUSTER	182 042	United States	4 375 251
A1761	INPUT ROD RETAINING CLIP	183 579	United States	4 391 162
A1766	G-CONTROLLED PROPORTIONING VALVE	215 430	United States	4 351 570
A1769	ELECTRO HYDRAULIC PR VALVE	215 512	United States	4 358 163
A1828	WAISTED BOOSTER	389 928	Canada	1 164 915
A2074	INERTIA VALVE BAFFLE	154 519	USA (Continuation)	4 810 041
A2323	AXLE CONTROLLED WHEEL CYLINDER VALVE	688 542	USA via PCT	5 236 251
A2449	TANDEM MASTER CYLINDER AND LINKED PISTON	81 212234	Taiwan (Utility Model)	UM 82654

SURETRAC DIFFERENTIALS

Ref.	Title	Application No.	Country	Patent N	
A2272	SURETRAC DIFERENTIAL	89 300504.1	Germany (EPO)	689 01 40	
		89 300504.1	France (EPO)	0 326 281	
		22800/BE/92	Italy (EPO)	0 326 281	
		501734/89	Japan-via PCT	2 865 34	
		701607/89	Korea (South) via PCT	118 759	
		543 747	USA via PCT	5 062 320	*
A2285	SURETRAC DIFFERENTIAL (Face Cams)	14888/88	Australia via PCT	609 800	
		88 302463.0	Germany (EPO)	38 65 057.6	
		88 302463.0	France (EPO)	0 284 329	
		25007/BE/91	Italy (EPO)	0 284 329	
		502578/88	Japan-Granted	2 059 809	
		701456/88	Korea (South) via PCT	118 661	
		286 061	USA via PCT	5 029 491	*
A2459	SURETRAC III	693 06 713.6-08	Germany (EPO)	0 590 116	
		93 906694.0	France (EPO)	0 590 116	
		2113/BE/97	Italy	0 590 116	
		518075/93	Japan-via PCT	PENDING	
		703 883/93	Korea (South) via PCT	PENDING	
		08/157 131	USA via PCT	5 461 941	*
A2472	SUPERTRAC LUBRICATION	693 17 406.4-08	Germany (EPO)	0 616 668	
		93 923006.6 6- 2306	France (EPO)	0 616 668	
		93 923006.6- 230	Italy (EPO)	0 6161 668	
		509780/94	Japan-via PCT	PENDING	
		701771/94	Korea (South) via PCT	PENDING	
		08/244 950	USA via PCT	5 609 073	*

Ref.	Title	Application No.	Country	Patent No.	
A2474	SURETRAC CENTRE DIFFERENTIAL	693 02 895.5-08 511840/94 702323/94 08/256 284	Germany (EPO) Japan-via PCT Korea (South) via PCT USA via PCT	0 619 863 PENDING PENDING 5 542 316	*
A2491	CENTRAL DIFFERENTIAL LOCKUP	694 11 674.2-08 94 914484.4 24280/BE/98 H6-525129 704744/94 08/360 749	Germany (EPO) France (EPO) Italy (EPO) Japan-via PCT Korea (South) via PCT USA via PCT	0 653 029 0 653 029 0 653 029 PENDING PENDING 5 560 268	*
A2494	EQUALISED SURETRAC	94 05425 94 190397.4 694 10 404.3-08 94 918451.9 780/Del/94 23671/BE/98 H7-502566 700637 94 4736 95 107692 83105712 95 038265 08/381 986	Brazil via PCT China via PCT Germany (EPO) France (EPO) India Italy (EPO) Japan-via PCT Korea (South) via PCT Mexico Russia via PCT Taiwan (Rep. Of China) Ukraine USA via PCT	PENDING 94 190397.4 0 655 113 0 655 113 PENDING 0 655 113 PENDING PENDING 190 144 2 120 077 NI-07261 PENDING 5 557 986	*
A2558	SURETRAC WITH ANGLED THRUST WASHERS	97 905336.0 H9-531 571 707 895/97	EPO via PCT (WO) Japan-via PCT Korea (South) via PCT	PENDING PENDING PENDING	

Signed by **CLARKDALE LIMITED**)
(in liquidation))
acting by **DAVID JOHN PALLEN**, joint)
liquidator)

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Signed by **DAVID JOHN PALLEN**)
on his own behalf and on behalf of his)
joint liquidator)

U -

in the presence of
Mr
TL Ahroyd-Strat
Rolls Royce Administrator
2 Rolls Royce
FETTER WARE
LONDON EC4A 1NH

Signed by *Kevin Connolly*)
)
for and on behalf of **AP HYDRAULICS**)
LIMITED)

J