

01-26-2004

FILE NO. A35453 PCT USA-A



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RECOMMENDATION FORM  
PATENTS & TRADEMARKS

102653841

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

1. Name of conveying party(ies):  
**Manufacture Francaise des Pneumatiques Michelin**  
 Additional name(s) of conveying party(ies) attached?  
 Yes  No **1.20.04**

2. Name and address of receiving party(ies)  
 Name: **Michelin Recherche et Technique S.A.**

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:  
 Execution Date: January 12, 2004

Address: Route Louis Braille 10 et 12  
 CH-1763 Granges-Paccot  
 Switzerland  
 City: State: Zip:  
 Additional name(s) and address(es) attached? Country:  
 Yes  No

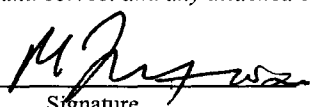
4. Application number(s) or patent number(s)  
 If this document is being filed together with a new application, the execution date of the application is  
 A. Patent Application No.(s) B. Patent No.(s)  
 Ser. No. 10/260,853 filed September 30, 2002

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name:  
 BAKER BOTTS L.L.P.  
 30 Rockefeller Plaza - 44 Fl.  
 New York, NY 10112

6. Total number of applications and patents involved: **1**  
 7. Total fee (37 CFR 3.41): \$ 40  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number :  
 02-4377 (Charge any additional fees to this account)  
 (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 instrumentation is true and correct and any attached copy is a true copy of the original document.*  
 Manu J. Tejwani, PTO#37,952  1-14-2004  
 Name of Person Signing Signature Date

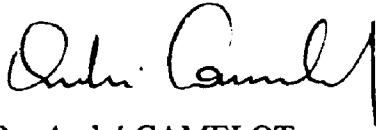
Page 1 of 1  
 Total number of pages including cover sheet, attachments and document: nine (9)

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CONFIRMATION OF ASSIGNMENT

Manufacture Française des Pneumatiques Michelin, a corporation of France, having its place of business at 23, Place des Carmes Déchaux, Clermont-Ferrand, France, being the owner of the invention titled "PROCESS FOR THE ASSEMBLY OF A SUSPENSION SYSTEM" which is disclosed in U.S. patent application Serial No. 10/260,853 filed September 30, 2002, by virtue of the invention having been made by the inventor while an employee, the ownership being in Manufacture Française des Pneumatiques Michelin by the terms of the inventor employee's employment contract (a copy of which and its English translation are attached at Appendix A) and French statutory law, hereby assigns and confirms the assignment as of the date written below of its entire right, title and interest in and to the above invention and U.S. patent application, and in and to any and all U.S. patents issuing thereon, to Michelin Recherche et Technique S.A., a corporation of Switzerland, having its place of business at Route Louis Braille 10 et 12, CH-1763 Granges-Paccot, Switzerland.

Manufacture Française des Pneumatiques Michelin



By André CAMELOT

Title: Authorized Officer

Dated: January 12<sup>th</sup> 2004

CONFIRMATION OF ASSIGNMENT

APPENDIX A

- (1) Employment Contract (French)
- (2) English translation of Employment Contract
- (3) English translation of Art. L. 611-6 and Art. L 611-7, Section 2, Right to Title, Intellectual Property Code (France)

Entre

La Manufacture Française des Pneumatiques Michelin, raison sociale Michelin et Cie, Société en Commandite par Actions, ayant son siège social Place des Carmes Déchaux, 63040 Clermont-Ferrand, France, dénommée dans le présent contrat "la MFPM",

d'une part,

et

Monsieur Pierre-Yves CHEVILLARD

d'autre part,

Etant préalablement rappelé que la réussite de la MFPM s'appuie sur une conception technique d'avant garde, sur une expérience qui touche à tous les domaines de la vie industrielle et commerciale, sur le perfectionnement incessant de ses méthodes, produits, procédés spéciaux et, d'une façon générale de son savoir faire technique et de sa gestion. De la protection de ce patrimoine, qui est le résultat d'un long effort, dépend la capacité de la MFPM à accomplir de nouveaux progrès par rapport à ses concurrents.

Il a été convenu ce qui suit :

- 1 - Monsieur Pierre-Yves CHEVILLARD s'engage à mettre toute son activité professionnelle à la disposition de la MFPM et à lui apporter un concours actif et diligent pour l'accomplissement et le développement de son activité.
- 2 - Monsieur Pierre-Yves CHEVILLARD est informé du fait que la divulgation des informations et connaissances qui appartiennent à la MFPM ou qui la concernent est de nature à lui causer un préjudice considérable dans le climat de vive concurrence qui règne dans l'industrie concernée.

En conséquence, Monsieur Pierre-Yves CHEVILLARD s'engage à ne faire, en dehors des besoins stricts de son travail, aucune révélation touchant à ce qu'il aura vu ou appris pendant son séjour dans la MFPM, y compris les informations qu'il pourra développer dans l'exercice de ses fonctions ou celles qu'il sera susceptible d'obtenir de la part de tierces parties vis-à-vis desquelles la MFPM est liée par une obligation, tacite ou expresse, de secret.

Monsieur Pierre-Yves CHEVILLARD s'engage à ne donner communication à personne, en dehors des besoins stricts du travail, soit pendant, soit après son séjour dans la MFPM, de toute note ou document concernant la MFPM et ses opérations et à prendre les dispositions nécessaires pour éviter tout accès non autorisé à ces documents et aux informations qu'ils contiennent. Tout support sur lequel de telles notes ou copies seraient portées deviendrait immédiatement et resterait la propriété de la MFPM, avec toutes les conséquences de droit.

- 3 Monsieur Pierre-Yves CHEVILLARD s'engageant à apporter son concours actif et diligent à la MFPM pour le perfectionnement incessant de ses méthodes et moyens de travail, produits et services, les inventions que - Monsieur Pierre-Yves CHEVILLARD serait amené à faire pendant ou en relation avec ses fonctions ou sa présence dans la MFPM appartiendront ou pourront faire l'objet d'une attribution à la MFPM conformément aux dispositions de l'article L 611.7 du Code de la Propriété Intellectuelle.

.../...

Monsieur Pierre-Yves CHEVILLARD s'engage à signer tout document et à effectuer, aux frais de la MFPM, toutes démarches qui pourraient être engagées pour la protection de ces inventions par la MFPM ou toute autre personne désignée par elle.

Toutes les autres créations, techniques ou non, et notamment les signes distinctifs, dessins, modèles, oeuvres documentaires ou graphiques que Monsieur Pierre-Yves CHEVILLARD pourrait être amené à réaliser dans l'exercice de ses fonctions ou d'après les instructions de la MFPM seront, sous réserve de toute disposition légale contraire, la propriété de la MFPM qui sera la seule investie de tous les droits patrimoniaux la concernant et notamment du droit de les reproduire, représenter, utiliser, adapter, commercialiser ou d'en disposer de toute manière, en tous temps et en tous lieux dans le cadre de son activité industrielle et commerciale.

- 4 - A ces conditions, Monsieur Pierre-Yves CHEVILLARD est engagé par la MFPM suivant les modalités spécifiques définies par la Convention Collective Nationale du Caoutchouc et l'Avenant d'Entreprise Collaborateurs, en qualité de Technicien , Niveau IV, Echelon 41, Coefficient 255.
- 5 - En rémunération de ses services, Monsieur Pierre-Yves CHEVILLARD percevra un salaire brut annuel fixé à \_\_\_\_\_ qui lui sera payé en treize versements égaux de \_\_\_\_\_ pour un horaire hebdomadaire moyen de 39 heures correspondant à un forfait mensuel de 169,6 heures payées.  
  
En cas d'année incomplète, le treizième versement sera calculé au prorata du temps de présence.
- 6 - Le présent contrat est conclu pour une durée indéterminée à compter du 1er Septembre 1998 ; toutefois, l'ancienneté de Monsieur Pierre-Yves CHEVILLARD sera calculée à compter du 02 Septembre 1996.
- 7 - Compte tenu du recours, dans la MFPM, au travail par équipes alternantes, Monsieur Pierre-Yves CHEVILLARD accepte dès à présent tout nouvel horaire de travail que la MFPM déciderait de lui proposer pour des raisons de service.
- 8 - L'intégration professionnelle de Monsieur Pierre-Yves CHEVILLARD sera réalisée dans l'Etablissement de Clermont-Ferrand de la MFPM ; toutefois, compte tenu de la nature de ses fonctions, Monsieur Pierre-Yves CHEVILLARD accepte dès à présent tout changement de lieu de travail, motivé par les nécessités de service, sur l'ensemble du territoire français où la MFPM exerce son activité.
- 9 - Conformément aux modalités de la Convention Collective en vigueur, une clause de non concurrence pourra être introduite à tout moment par avenant au présent contrat de travail.

Fait en double à Clermont-Ferrand, le 19 Août 1998.

*Lu et approuvé*

MANUFACTURE FRANÇAISE DES PNEUMATIQUES  
MICHELIN  
P. R. MICHELIN & C<sup>o</sup>



Between

Manufacture Française des Pneumatiques MICHELIN, using the business name Michelin et Cie, a partnership limited by shares, with head offices at Place des Carmes Déchaux, 63040 Clermont-Ferrand, France, hereinafter called "MFPM,"

party of the first part,

and

Mr. Pierre-Yves CHEVILLARD,

party of the second part,

it being pointed out in advance that the success of MFPM is founded on an advanced engineering concept, on experience which touches all areas of industrial and commercial life, on constant improvement of its methods, products and special processes and, in general, on its technical know-how and management. The capacity of MFPM to make new progress over its rivals depends on the protection of those assets, which is the result of lengthy efforts. The following has been agreed:

1. Mr. Pierre-Yves CHEVILLARD undertakes to place all of his professional services at the disposal of MFPM and to render it his active and diligent cooperation for the performance and development of his services.
2. Mr. Pierre-Yves CHEVILLARD is aware of the fact that the disclosure of information and knowledge belonging to MFPM or concerning it is apt to cause it considerable harm in the climate of keen competition prevailing in the industry concerned.

Consequently, outside of the strict requirements of his work, Mr. Pierre-Yves CHEVILLARD undertakes not to reveal anything relating to what he might see or learn during his stay at MFPM, including information that he may develop in the discharge of his duties or those he is likely to obtain from third parties to which MFPM is bound by a tacit or express secrecy obligation.

Mr. Pierre-Yves CHEVILLARD undertakes not to communicate to anyone, outside of the strict requirements of his work, either during or after his stay at MFPM, any memorandum or document concerning MFPM and its operations and to take the measures necessary to prevent any unauthorized access to those documents and to the information they contain. Any input on which such memoranda or copies should be based would immediately become and remain the property of MFPM, with all legal consequences.

3. As Mr. Pierre-Yves CHEVILLARD undertakes to give MFPM his active and diligent cooperation for the constant improvement of its working methods and means, goods and services, the inventions that Mr. Pierre-Yves CHEVILLARD should produce during or in relation to his duties or presence at MFPM will belong or may be assigned to MFPM in accordance with the provisions of the Intellectual Property Code.

Mr. Pierre-Yves CHEVILLARD undertakes to sign any document and to take all steps at the expense of MFPM which might be pursued for the protection of those inventions by MFPM or anyone else designated by same.

All other creative work, whether technical or not, and notably distinctive marks, drawings, models and documentary or graphic works that Mr. Pierre-Yves CHEVILLARD might devise in the discharge of his duties or in instruments of MFPM will, subject to any opposing legal provision, be the property of MFPM, which will be the only one vested with all the property rights concerning it and, notably, the right to reproduce, represent, use, adapt, market or dispose of same in any way, at any time and in any place within the scope of its industrial and commercial activity.

4. Under those conditions, Mr. Pierre-Yves CHEVILLARD is hired by MFPM according to the specific procedures defined in the National Collective Agreement of the Rubber Industry and the Joint Venture Addendum, in the capacity of Engineer, Level IV, Echelon 41, Coefficient 255.

5. In remuneration for his services, Mr. Pierre-Yves CHEVILLARD will collect a fixed annual gross salary of ....., which will be paid to him in thirteen equal installments of .....for a 39 hour week time schedule corresponding to a fixed monthly rate of 169.6 hours paid.

In case of an incomplete year, the thirteenth installment will be calculated in proportion to time present.

6. This contract is concluded for an indefinite term starting September 1, 1998; however, the seniority of Mr. Pierre-Yves CHEVILLARD will be calculated as from September 2, 1996.

7. Taken in account that MFPM uses shift work, Mr. Pierre-Yves CHEVILLARD now accepts any new schedule that MFPM should decide to propose to him for reasons of service.

8. Mr. Pierre-Yves CHEVILLARD's professional services will be integrated in the Clermont-Ferrand plant of MFPM; however, taking into account the nature of his duties, Mr. Pierre-Yves CHEVILLARD accepts as of now any change in workplace due to the needs for his services anywhere in France where MFPM operates.

9. In accordance with the terms and conditions of the Collective Agreement in force, a non competition clause may be introduced at any time by addendum to this employment contract.

Done in duplicate in Clermont-Ferrand, August 19, 1998

*[Handwritten.] "read and understood"*

[Signature]

[Stamp:] Manufacture Française des Pneumatiques

MICHELIN

per MICHELIN & Cie.

[Signature]



Section 2

Right to Title

Art. L. 611-6. The right to the industrial property title referred to in Article L. 611-1 shall belong to the inventor or his successor in title.

If two or more persons have made an invention independently of each other, the right to the industrial property title shall belong to the person who can prove the earliest date of filing.

In actions before the Director of the National Institute of Industrial Property, the applicant shall be deemed to have a right to the industrial property title.

Art. L. 611-7. Where the inventor is a salaried person, the right to the industrial property title, failing any contractual clause more favorable to the salaried person, shall be defined in accordance with the following provisions:

1. Inventions made by a salaried person in the execution of a work contract comprising an inventive mission corresponding to his effective functions or of studies and research which have been explicitly entrusted to him, shall belong to the employer. The conditions under which the salaried person who is the author of such an invention shall enjoy additional remuneration shall be determined by the collective agreements, company agreements and individual employment contracts.

Where the employer is not subject to a sectorial collective agreement, any dispute relating to the additional remuneration shall be submitted to the joint conciliation board set up by Article L. 615-21 or by the First Instance Court.

2. All other inventions shall belong to the salaried person. However, where an invention made by a salaried person during the execution of his functions or in the field of activity of the company or by reason of knowledge or use of technologies or specific means of the company or of data acquired by the company, the employer shall be entitled, subject to the conditions and the time limits laid down by decree in Council of State, to have assigned to him the ownership or enjoyment of all or some of the rights in the patent protecting his employee's invention.

The salaried person shall be entitled to obtain a fair price which, failing agreement between the parties, shall be stipulated by the joint conciliation board set up by Article L. 615-21 or by the First Instance Court; these shall take into consideration all elements which may be supplied, in particular by the employer and by the employee, to compute the fair price as a function of both the initial contributions of either of them and the industrial and commercial utility of the invention.

3. The salaried author of an invention shall inform his employer thereof and the latter shall confirm receipt in accordance with the terms and time limits laid down by regulation.

The salaried person and the employer shall communicate to each other all relevant information concerning the invention. They shall refrain from making any disclosure which would compromise, in whole or in part, the exercise of the rights afforded under this Book.

Any agreement between the salaried person and his employer concerning an invention made by the salaried person shall be recorded in writing, on pain of nullity.

4. The implementing rules for this Article shall be laid down by decree in Council of State.

5. This Article shall also apply to the servants of the State, of local authorities and of any other public legal person under the terms to be laid down by decree in Council of State.