

03-31-2004

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PATENT

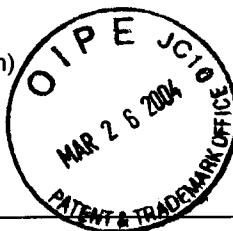
TO: The Commissioner of Patents and

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the attached original document(s) or copy(ies).

## Submission Type

- ☒ New  
☐ Resubmission (Non-Recordation)  
 Document ID #  
☐ Correction of PTO Error  
 Reel #                      Frame #  
☐ Corrective Document  
 Reel #                      Frame #



## Conveyance Type

- ☒ Assignment  
☐ License  
☐ Merger  
☐ Security Agreement  
☐ Change of Name  
☐ Other:

## Conveying Party(ies)

1. Connecteurs Cinch S.A.
- 2.
- 3.
- 4.
- 5.
- 6.

## Execution Date(s)

June 23, 2003

☐ Mark if Additional Names of Conveying Parties Attached

## Receiving Party

Name Cinch Connectors, Inc.

Name

Address 1700 Finley Road

Address

Address Lombard

Illinois

60148

City

State/Country

Zip Code

☐ Mark if Additional Names of Receiving Parties Attached

## Correspondent Name and Address

John M. Augustyn  
 Leydig, Voit & Mayer, Ltd.  
 Two Prudential Plaza, Suite 4900  
 Chicago, Illinois 60601-6780

Telephone: (312) 616-5600  
 Facsimile: (312) 616-5700  
 Attorney Docket No. 227892

Pages Enter the total number of pages of the attached conveyance document including any attachments: 4

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Numbers			Patent Numbers		
09/660,644			5,647,776	5,822,197	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

## Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT	PCT	PCT
PCT	PCT	PCT

## Number of Properties

Enter the total number of properties involved: 3

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): 120.00

Method of Payment:

- ☐ Enclosed is a check in the amount of  
☒ Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216: ☒ Yes ☐ No

## 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. Charges to deposit account are authorized, as indicated herein.

J. AUGUSTYN		March 22, 2004
Name of Person Signing	Signature	Date

03/30/2004 LMJELLER 00000157 121216 09660644

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120.00 BA

PATENT  
REEL: 015147 FRAME: 0343

## PATENT ASSIGNMENT AGREEMENT

This assignment agreement (the "Agreement") is made this 24<sup>th</sup> day of July 2003 by and between **CONNECTEURS CINCH S.A.** (hereinafter referred to as the Assignor), having its principal office at 8 square Newton, 78180 Montigny-le-Bretonneux (France), duly represented by Jean-Pierre MICHEL and **CINCH CONNECTORS, Inc.** (hereinafter referred to as the Assignee), having its principal office at 1700 Finley Road, Lombard, Illinois 60145-4890 (United States), duly represented by Michael MURRAY.

### WHEREAS

The Assignor has proprietary rights over the patents defined in Appendix 1 hereto which it does not exploit in the territory stipulated in the certificate of registration. The Assignee wishes to acquire all of Assignor's proprietary rights over the patents and the Assignor is willing to transfer to Assignee all of its rights and obligations pertaining to such patents recognized by the applicable regulations and legislation.

The above preamble forms an integral part of the Agreement along with all appendices and any amendments hereto.

**NOW, THEREFORE**, in consideration of the above premises and the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it has been agreed as follows:

### ARTICLE 1 – PURPOSE OF THE AGREEMENT

The Assignor hereby transfers to the Assignee and the Assignee hereby accepts, all of Assignor's, rights, title and interest in and to the patents and patent applications defined in Appendix 1 hereto as well any other patents or patent applications or patent rights which may be associated with or related to said patents in which the Assignor has an interest (the "Assigned Patents"). This assignment is exclusive to the Assigned Patents.

### ARTICLE 2 – PRICE

This assignment is made and granted in consideration for the payment of the sum of one (1) euro to be paid by the Assignee to the Assignor. The Assignor acknowledges receipt of such payment and hereby grants the Assignee due discharge thereof subject to clearance.

### ARTICLE 3 – COMMENCEMENT OF AGREEMENT

This assignment shall be effective as from the date of signature of the Agreement by the parties hereto.

#### ARTICLE 4 – SCOPE OF ASSIGNMENT

- 1 - The Assignee is hereby substituted for the Assignor with respect to all rights pertaining to the intellectual property and exploitation of the Assigned Patents, including, without limitation, those rights to institute causes of actions against any party with respect to any prior or future infringements of the Assigned Patents.
- 2 - The Assignor, as a result of this assignment, shall cease and refrain from any and all further manufacturing and sales of any product infringing on the Assigned Patents without the prior written consent of the Assignee.

#### ARTICLE 5 – CONTRACTUAL WARRANTIES

- 1 - The Assignor guarantees to the Assignee that it has taken all necessary steps, including the filing of all appropriate and necessary assignment documents with the appropriate parties to ensure the Assignee has peaceful possession and exclusive use of the patents.

The Assignor undertakes to hold the Assignee harmless against any claims, liabilities, sanctions and actions which may be brought against the Assignee with respect to this Assignment.

- 2 - The Assignor warrants to the Assignee that the rights assigned pursuant hereto are not subject to any personal or real guarantees, pledges, liens or securities or any other encumbrances whatsoever.
- 3 - The Assignor warrants that upon the date of signature of this Agreement no assignment has been and/or exploitation rights granted to any other party whatsoever for any purpose whatsoever.

#### ARTICLE 6 – DOMICILE AND POWERS

- 1 - For the purpose of the fulfillment of the undertakings hereunder and for further instructions, directions and notices between the parties, the parties elect domicile at the addresses stipulated on the form of agreement.
- 2 - Any change of address shall be notified to the other party by registered post or any other equivalent notification procedure.
- 3 - Full powers are given to the bearer of an original copy of the Agreement for the purpose of taking any publication measures necessary to render the Agreement binding upon third parties, and also for the purpose of any other registration procedure, including tax registration.
- 4 - Each of the parties hereto undertakes to sign, ratify and authenticate all documents necessary for the full execution of the Agreement, its appendices and any amendments thereto.

#### ARTICLE 7 - COSTS AND ASSIGNMENT FEES

All costs arising from this assignment and directly ensuing or resulting herefrom shall be borne by the Assignee who shall be irrevocably bound by this undertaking, particularly costs resulting from its registration and the administrative formalities relating to the inscription of this assignment with the relevant authorities in accordance with national regulations.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein contained and supersedes any prior oral or written discussions, agreements and representations made by the parties.

Signed in 2 originals

**ASSIGNEE**  
CINCH CONNECTORS, Inc.

By: 

Title: PRESIDENT & CEO


Date: 7-30-03

**ASSIGNOR**  
CONNECTEURS CINCH S.A.

By: JP MICHEL

Title: COO

Date: 07/24/03



**APPENDIX 1**  
**LIST OF PATENTS**

**1 - CYLINDRICAL CONNECTOR**

FR	2,729,794 B1	Lapsed 10/31/2002
JP	8,241,760	Patent not issued
US	5,647,776	

**2 - BACKPLANE CONNECTION SYSTEM**

FR	2,749,446 B1	Active Ref 9,606,593
Germany	19,718,029 A1	Application
US	5,822,197	

**3 - IMPROVED REMOTE CONTROL**

FR	2,714,565 B1	Lapsed 10/13/2001
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**4 - BOBBIN**

FR	2,759,197 B1	Lapsed 11/30/2001
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**5 - DISCRETE TERMINAL W/ CIN::APSE INTERFACE**

FR	2,759,501	Lapsed 12/6/2002
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**6 - DEVICE HOLDER**

FR	2,799,923 B1	Active Ref: 9,911,536
US	09/660,644	Lapsed 12/03/2001
Canada	2,317,931	Application
EP	1,085,794	Active
JP	2,001,126,799	Application