

05-24-2004



NSMITTAL OF DOCUMENT FOR RECORDATION

PATENTS ONLY

Atty. Docket: 03161.001286

102750968

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jean-Francis BOULOT
Manufacture Français des Pneumatiques Michelin

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of conveyance:

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

Execution Date: by virtue of Employment Agreement signed
October 4, 1988 and a Confirmation of Assignment signed March
19, 2004, respectively

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

Name: Michelin Recherche et Technique S.A.Foreign Address: Route Louis Braille 10 et 12, CH-1763Granges-Paccot, Switzerland

Domestic Address: _____

City: _____ State _____ ZIP _____

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

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

A. Patent Application Number: 10/435,901Filing Date: May 12, 2003

B. Title of Invention:

SYSTEM FOR MONITORING THE TIRES OF A VEHICLE,
COMPRISING A DEVICE FOR AUTOMATIC LOCATION
OF WHEEL TRANSMITTERS

Additional numbers attached?

☐ Yes☒ No

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

Name: Fitzpatrick, Cella, Harper & Scinto30 Rockefeller PlazaNew York, New York 10112-3800Telephone No.: (212) 218-2100Facsimile No.: (212) 218-2200

6. Number of applications and patents involved:

One7. Total fee (37 CFR 3.41): .. \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number (for deficiency or excess)

06-1205

(Attach duplicate copy of this page if paying by deposit account):

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40.00 OP

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and the attached is the original document or is a
true copy of the original document.

Alicia A. Russo, Reg. No. 46,192

Name of Person Signing

Signature

May 19, 2004

Date

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

Attorney Docket No. 03161.001286



PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

JEAN-FRANCIS BOULOT

Application No.: 10/435,901

Filed: May 12, 2003

For: SYSTEM FOR MONITORING THE
TIRES OF A VEHICLE,
COMPRISING A DEVICE FOR
AUTOMATIC LOCATION OF
WHEEL TRANSMITTERS

Examiner: TBA

Group Art Unit: 2632

May 19, 2004

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REQUEST FOR RECORDATION OF ASSIGNMENT

Sir:

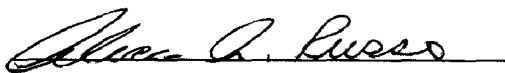
The undersigned attorneys of record hereby request that an Assignment for the above-referenced patent application be recorded in the name of Michelin Recherche et Technique S.A., a corporation of Switzerland, having a place of business at Route Louis Braille 10 et 12, CH-1763 Granges-Paccot, Switzerland. Submitted concurrently herewith is a Recordation Cover letter and a check in the amount of \$40.00.

Applicant's attorneys assert that the Assignment is proper by virtue of a signed French language Employment Agreement between the inventor and Manufacture Français des Pneumatiques Michelin (attached hereto as Exhibit A) and an English translation of the Agreement (attached hereto as Exhibit B), and by virtue of the Confirmation of Assignment of the above-referenced application from Manufacture Français des Pneumatiques Michelin to Michelin Recherche et Technique S.A. (attached hereto as Exhibit C).

The inventor, Jean-Francis Boulot, of the above-referenced patent application refuses to sign an Assignment. However, he is under an obligation to sign by virtue of the Employment Agreement (*see* Exhibits A and B), which he signed on October 4, 1988. Jean-Francis Boulot was an employee of Manufacture Français des Pneumatiques Michelin from October 4, 1988 to December 21, 2001, during which time the invention claimed and disclosed in the above-referenced application was made. The filing date of the above-referenced patent application is May 12, 2003, however, it is a continuation of PCT/EP01/12693, filed November 2, 2001, which claims priority to FR 00/14572, filed November 10, 2000. Therefore, the Assignment is proper and it is respectfully requested that it be recorded.

The undersigned attorneys of record may be reached in our New York office by telephone at (212) 218-2100.

Respectfully submitted,



John D. Murnane
Registration No. 29,836

Alicia A. Russo
Registration No. 46,192

Attorneys for Applicants

FITZPATRICK, CELLA, HARPER & SCINTO
30 Rockefeller Plaza
New York, New York 10112-3801
Facsimile: (212) 218-2200

NY_MAIN 428123v1

Entre :

La Manufacture Française des Pneumatiques MICHELIN, raison sociale Michelin et Cie, société en commandite par actions, ayant son siège social à Clermont-Ferrand, dénommée dans le corps du présent contrat "la Société"

D'une part,

Et Monsieur Jean-Francis BOULOT

dénommé dans le corps du présent contrat "le Soussigné", _____

D'autre part,

Il a été convenu ce qui suit :

Le Soussigné s'engage à mettre toute son activité professionnelle à la disposition de la Société et à lui apporter un concours actif et diligent pour le développement de son industrie et de son commerce ; il reconnaît et déclare qu'avant son entrée chez elle, il ne s'était jamais occupé de caoutchouc ou de pneumatique et qu'il en ignorait complètement la fabrication. Il reconnaît, en outre, que la divulgation des procédés de fabrication de la Société, de ses mélanges, des appareils, outils ou machines employés par elle pour la fabrication de ses articles caoutchouc ou pour la fabrication d'articles accessoires, ou en général de ses opérations, études ou méthodes industrielles et commerciales, serait de nature à lui causer un préjudice considérable, étant donné qu'elle n'est arrivée à la tête de son industrie qu'en perfectionnant sans cesse des méthodes et procédés spéciaux et secrets qui sont chaque jour la base de nouvelles inventions et la cause de sa prospérité.

En conséquence, le Soussigné prend les engagements ci-après :

1. - Il s'engage à ne faire aucune révélation au sujet de tout ce qu'il aura vu ou appris pendant son séjour à la Société, touchant les méthodes et procédés qui y auraient été employés ou étudiés avant sa sortie, à ne prendre, ni emporter aucune note ou document ou copie concernant les opérations de la Société et à n'en donner communication à personne, soit pendant, soit après son séjour à la Société. Tous livres et papiers sur lesquels de telles notes ou copies seraient portées deviendraient immédiatement et resteraient la propriété de la Société, avec toutes les conséquences de droit.

2. - Le Soussigné s'engageant à mettre toute son activité professionnelle à la disposition de la Société et à lui apporter son concours actif et diligent pour le perfectionnement incessant de ses méthodes et moyens de travail ainsi que de ses produits, il en résulte et il est d'ailleurs formellement convenu que les inventions ou perfectionnements se rattachant à l'industrie de la Société, qu'il pourra faire pendant qu'il sera au service de cette dernière, appartiendront ou pourront être revendiqués par ladite Société, conformément aux dispositions de la loi du 13 Juillet 1978. Celle-ci sera seule juge de les exploiter sous telle forme qu'il lui plaira, ou de les faire breveter. Tous pouvoirs sont donnés à cet effet, par les présentes, à la Société.

3. - A ces conditions, les appointements annuels du Soussigné sont fixés suivant les indications figurant sur la lettre annexée au présent contrat, et celles qui lui seront substituées au cours de sa carrière. Quant à présent, ils sont fixés à Frs : DEUX CENT CINQ MILLE DIX

qui lui seront payés en 13 versements égaux.

4. - La Société se réserve le droit à toute époque, au cours du présent contrat, d'imposer au Soussigné l'application d'une clause de non-concurrence conforme aux modalités de la Convention Collective en vigueur.

La Société ne pourra user de ce droit qu'après avoir notifié par écrit son intention au Soussigné ; celui-ci s'engage d'ores et déjà à donner son accord à cette notification.

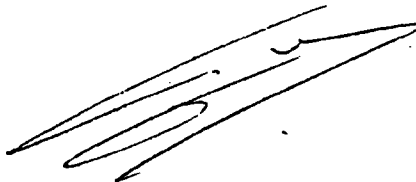
5. - En cas de manquement à l'une quelconque des obligations stipulées au présent contrat, la Société se réserve expressément la faculté d'exercer les poursuites par toutes voies de droit et de réclamer tous dommages-intérêts. En outre, en cas de manquement aux engagements inscrits au paragraphe 2, la Société serait en droit de revendiquer légalement la propriété des brevets et inventions.

6. - Le présent contrat est fait pour une durée indéterminée.

Pour le surplus, les rapports de la Société et du Soussigné sont régis par la Convention Collective en vigueur.

Fait en double et de bonne foi, à Clermont-Fd, le quatre octobre mil neuf cent quatre vingt huit

MANUFACTURE FRANÇAISE DES PNEUMATIQUES
MICHELIN
P. MICHELIN & C^{ie}



Between:

Manufacture Française des Pneumatiques MICHELIN, using the business name Michelin et Cie, a partnership limited by shares, with head offices in Clermont-Ferrand, hereinafter called "the Company",

party of the first part,

And

Mr. Jean-Francis BOULOT,

hereinafter called "the Undersigned",

party of the second part,

The following has been agreed:

The Undersigned hereby undertakes to make his entire professional activity available to the Company and to actively and diligently assist with the development of its industry and commerce; he acknowledges and declares that, prior to joining the Company, he was never involved in rubber or tyres and that he knew nothing of its production. Moreover, he acknowledges that, if he were to divulge the Company's production processes, mixes, appliances, tools or machines used in the manufacture of its rubber articles or for the production of accessory articles, or, in general for its operations, studies or industrial and commercial methods, this would cause the Company considerable prejudice, given that it has only achieved leadership in this industry by constantly developing special, secret methods and processes which every day constitute the basis for new inventions and are the reason for its prosperity.

As a result, the Undersigned undertakes the following commitments:

1. He undertakes not to reveal anything that he might have seen or learned during employment with the Company in relation to methods and processes that might have been used or studied before his departure, not to take or remove any notes, documents or copies concerning the Company's operations and not to communicate them to any other person either during or after employment with the Company. Any books and papers containing notes or copies of this kind would immediately become, and remain, the property of the Company, with all the attendant legal entitlements.
2. The Undersigned undertakes to place his entire professional activity at the disposal of the Company and actively and diligently provide assistance with the continued improvement of methods and work resources, as well as its products; it arises therefrom and is, moreover, formally agreed that the inventions or improvements related to the Company's industrial practices that he might make during the time he is in its employment, will belong to the said Company, which may claim ownership thereto, pursuant to the provisions of the law of 13 July 1978. The Company alone will decide to use them as it deems fit or have them patented. The Company is hereby fully empowered in this respect.

3. Under these conditions, the annual remuneration for the Undersigned is established according to the indications given in the letter appended to this contract and any which may be substituted during his career. They are currently fixed at: TWO HUNDRED FIVE THOUSAND AND TEN francs to be paid in 13 equal payments.
4. The Company reserves the right to impose application of an agreement not to compete on the Undersigned at any moment during the life of this contract, pursuant to the terms and conditions of the prevailing Collective Labour Agreement.

The Company may only make use of this right after notifying the Undersigned of its intent in writing; the latter hereby undertakes to give approval to this notification.

5. Should the Undersigned fail to comply with any of the obligations stipulated in this contract, the Company expressly reserves the right to take proceedings by any legal means and submit a claim for damages. Moreover, in the event of failure to comply with the commitments specified in Paragraph 2, the Company would be legally entitled to claim ownership of patents and inventions.
6. This contract is made for an indefinite period of time.

As far as other elements are concerned, relations between the Company and the Undersigned are governed by the prevailing Collective Labour Agreement.

Signed in good faith, in duplicate, in Clermont-Ferrand, this fourth day of October, in the year nineteen hundred and eighty-eight.

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CONFIRMATION OF ASSIGNMENT

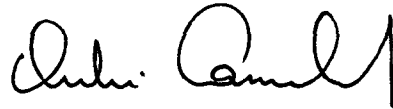
Manufacture Française des Pneumatiques Michelin, a corporation of France, having a place of business at 23, Place des Carmes Déchaux, F-63040 Clermont-Ferrand Cedex 09, France, hereby assigns and confirms the assignment as of the date written below, of its entire right, title and interest in and to the following U.S. patent applications:

Serial No. 10/437,798, filed May 13, 2003; and,

Serial No. 10/435,901, filed May 12, 2003,

and in and to any and all improvements thereon, and in and to any division, continuation or continuation-in-part thereof and in and to any and all Letters Patents of the United States which may be issued on any of said applications, and any reissues thereof, to Michelin Recherche et Technique S.A., a corporation of Switzerland, having a place of business at Route Louis Braille 10 et 12, CH-1763 Granges-Paccot, Switzerland for valuable consideration.

Manufacture Française des Pneumatiques Michelin



By André CAMELOT

Dated: March 19, 2004

Title: Authorized Representative