01-19-2005 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office (Rev. 10/02) 102921842 OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔ ⇔ ⇔ ▼ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Rhea Brody Pace Linkage, Inc., a Michigan corporation Internal Address: Additional name(s) of conveying party(les) attached? The Yes The No. 3. Nature of conveyance: Assignment 🖳 Merger Street Address: 4017 Hidden Woods Drive Security Agreement Change of Name Other Bloomfield Hills, MI y:____State:___ October 28, 2004 Execution Date: Additional 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: B. Patent No.(s) A. Patent Application No.(s) 4,991,702 5,823,308 Additional numbers attached? Yes No 6. Total number of applications and patents involved: 2 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$80.00 Name: Alex Rhodes Enclosed Internal Address: Any additional fees are Authorized to be charged to deposit account 8. Deposit account number: 50168 Pontiac Trail Street Address: 18-1166 Unit No. 9 (Attach duplicate copy of this page if paying by deposit actount) City: Wixom State: MI Zip:48393

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.

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

Alex Rhodes, Reg. #26,797

Name of Person Signing

January 10, 2005

Date

Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to:

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PATENT

REEL: 016145 FRAME: 0645

PATENT ASSIGNMENT

This assignment is effective as of October 28, 2004 ("Effective Date") between PACE LINKAGE, INC., a Michigan corporation, ("Assignor"), and RHEA BRODY ("Assignee").

Recitals

Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the United States patents set forth on attached Schedule A, and other patents, utility models, invention registrations, and disclosures as set forth on attached Schedule B, together with all associated patent rights to the inventions disclosed therein (the "Patents").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor assigns to Assignee its entire right, title, and interest in and to the Patents, for the United States and for all other countries. This assignment includes, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents of the Patents, and includes the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This assignment includes all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents, together with the right to sue for and to collect such damages for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any other applicable countries, to record Assignee as owner of the Patents.

Assigner shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Assignment. This includes, without limitation, any of the following:(1) the preparation and prosecution of any applications relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) obtaining any additional patent protection relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign

country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment is signed by the authorized representatives of the Assignor and Assignee as of the Effective Date.

ASSIGNOR: PACE LINKAGE, INC., a Michigan corporation

Robert Brody

Its: President

STATE OF MICHIGAN)

)ss

OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan, on October 28, 2004, by Robert Brody in his capacity as President of Pace Linkage, Inc.

Kathleen L. Silverthorn, Notary Public State of Michigan, County of Oakland My commission expires 09/14/2008

Acting in the County of Oakland.

PATENT

REEL: 016145 FRAME: 0647

Acce	pted	by:
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ASSIGNEE:

Rhea Brody

STATE OF MICHIGAN) ss OAKLAND COUNTY)

Acknowledged before me in Oakland County, Michigan, on October 28, 2004, by Rhea Brody.

Kathleen L. Silverthorn, Notary Public State of Michigan, County of Oakland My commission expires 09/14/2008

Acting in the County of Oakland.

SCHEDULE A

UNITED STATES PATENTS

Title	Application No. and Filing Date	Patent No. and Issue Date
Motor Vehicle Clutch Control		4,991,702
With Co-Actuating Multiple		Feb. 12, 1991
Actuators Mounted Apart		
From The Axis Of A Clutch		
Clutch Control With Multiple	08/601,309	5,823,308
Actuating Cylinders For A	Feb. 16, 1996	Oct. 20, 1998
Pull-Type Clutch		

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SCHEDULE B

OTHER PATENTS AND RELATED RIGHTS

Title	Application No. and Filing Date	Patent or Document No. and Issue Date	Designated Countries
Motor Vehicle Clutch Control With Co-Actuating Multiple Actuators Mounted Apart From The Axis Of A Clutch	2,009,998 February 14, 1990		Canada
Motor Vehicle Clutch Control With Co-Actuating Multiple Actuators Mounted Apart From The Axis Of A Clutch	90 301582.4 14-02-90	0 383 576	France
Motor Vehicle Clutch Control With Co-Actuating Multiple Actuators Mounted Apart From The Axis Of A Clutch	90 301582.4 14-02-90	0 383 576	Great Britain
Motor Vehicle Clutch Control With Co-Actuating Multiple Actuators Mounted Apart From The Axis Of A Clutch	90 301582.4 14-02-90	0 383 576	Italy
Motor Vehicle Clutch Control With Co-Actuating Multiple Actuators Mounted Apart From The Axis Of A Clutch	90 301582.4 14-02-90	69013533.5	Germany
Clutch Control With Multiple Actuating Cylinders For A Pull-Type Clutch	2,170,225 February 23, 1996		Canada
Clutch Control With Multiple Actuating Cylinders For A Pull-Type Clutch	February 13, 1997	0817924 January 17,2001	Great Britain
Clutch Control With Multiple Actuating Cylinders For A Pull-Type Clutch	February 13, 1997	69703914.5 January 17,2001	Germany

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RECORDED: 01/14/2005