

08-25-2005

U.S. DEPARTMENT OF COMMERCE
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PATENT

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Outboard Marine Corporation

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 03/09/2001

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Bombardier Motor Corporation of America

Internal Address:

Street Address: 6545 U.S. 1

City: Grant

State: Florida

Country: USA Zip: 32949

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

4. Application or patent number(s):

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Jonathan Cutler

Internal Address:

Street Address: 14 Place du Commerce - Suite 400

City: Verdun

State: QC Zip: H3E 1T5

Phone Number: 514-732-7050

Fax Number: 514-732-7058

Email Address: ip@brp.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 7180
Expiration Date 05/2008

b. Deposit Account Number

Authorized User Name

9. Signature:

Jonathan Cutler
Signature

Aug 3/05
Date

Jonathan Cutler

Name of Person Signing

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

37

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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REEL: 016908 FRAME: 0781

PATENT APPLICATION ASSIGNMENT

PATENT APPLICATION ASSIGNMENT ("Assignment") made as of March 1, 2001, by and among Outboard Marine Corporation, a Delaware corporation with an address at 100 Sea Horse Drive, Waukegan, Illinois 60085, U.S.A. (the "Assignor") and Bombardier Motor Corporation of America, a Delaware corporation with an address at 6545 U.S.1. Grant, Florida 32949 U.S.A. (the "Assignee").

WHEREAS, pursuant to an asset purchase agreement between Assignor and Assignee, dated February 5, 2001 ("Asset Purchase Agreement"), Assignor wishes to assign to Assignee all its right, title and interest to pending patent applications to the extent that they are used or held for use in connection with the design, development, manufacture or distribution of engines and related parts and accessories ("Patent Applications"). An enumeration of the Patent Applications is attached to the present Assignment as SCHEDULE A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, its entire right, title, and interest in and to the Patent Applications and all divisions, and continuations thereof, and all patents that may be granted thereon, and all reissues thereof, and all rights to claim priority on the Patent Applications, and all applications for patent that may be filed or have been filed in any jurisdiction and all patents that may be granted or have been granted in any jurisdiction in respect of the Patent Applications, and all extensions, renewals, and reissues thereof; and hereby authorizes and requests the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other jurisdiction, to issue patents for the inventions claimed in the Patent Applications to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

AND, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee, its successors, assigns and legal representatives, the right (but not obligation) to assert the Patent Applications (and any patents granted thereon) and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur;

AND, HEREBY, Assignor further covenants and agrees that it will, without further consideration (other than the payment of expenses set forth below), communicate with the Assignee, its successors and assigns, to the extent that such communication does not violate any law, any facts known to it respecting the Patent Applications, testify in any relevant legal proceedings, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Patent Applications in the Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything reasonably possible to aid the Assignee, its successors and assigns, to obtain and enforce the assignments

made hereunder and secure patent protection for the Patent Applications in any jurisdiction, it being understood that any expense incident to the foregoing shall be borne by the Assignee, its successors, and assigns. Further, the Assignor does hereby assign and transfer unto Assignee, its successors, assigns and legal representatives, to the extent legally possible, the benefit of any and all similar obligations of the inventors towards the Assignor.

The Assignee and its Agents are hereby authorized to insert into this document any information required for recordation thereof.

The Assignee and its Agents are hereby authorized to insert into SCHEDULE A of this document, upon prior notice of such insertions to Assignor, information of the type already appearing in SCHEDULE A pertaining to any patent application sold, assigned, transferred or conveyed to Assignee pursuant to the Asset Purchase Agreement, not appearing in SCHEDULE A.

[Signature Page Follows]

OUTBOARD MARINE CORPORATION

By: Eric Martinez
Name: Eric Martinez
Title: CEO

STATE OF ILLINOIS)
COUNTY OF Cook)

On March 9, 2001, before me appeared the person who signed this instrument, and acknowledge that he signed it as a free act on behalf of Assignor, Outboard Marine Corporation. for the purposes contained therein.

By: Debra S. Krahn
Name: DEBRA S KRAHN
Title: Notary Public
My Commission Expires: 3-10-2003



**BOMBARDIER MOTOR CORPORATION
OF AMERICA**

By: J. Millson
Name: Jennifer E. Millson
Title: Secretary

~~PROVINCE OF QUEBEC~~) STATE OF ILLINOIS
~~DISTRICT OF MONTREAL~~) COUNTY OF COOK

On March 9, 2001, before me appeared the person who signed this instrument, and acknowledge that he signed it as a free act on behalf of Assignee, Bombardier Motor Corporation of America, for the purposes contained therein.

By: Debra S. Krahn
Name: DEBRA S. KRAHN
Title: Commissioner of Oaths, etc.

