



04-04-2006

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)



DEPT. OF COMMERCE  
Patent and Trademark Office

RECORDATION FOLIO 103211410  
**PATENTS ONLY**

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

3-2-3-5

**1. Name of conveying party(ies)**

STRAUSS, Sebastian 03/07/06  
FRENCH Michael 02/09/06  
BREZNIK Evelyn 02/09/06  
GILLEN Jeffrey 02/09/06  
SODFRMAN Dave 02/09/06

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

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

Name: BRP US INC.

Internal Address:

Street Address: 10101 Science Drive

City: Sturtevant

State: WI

Country: USA

Zip: 53177

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

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

Execution Date(s) 03/23/2006

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

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

A. Patent Application No.(s)  
11/345,358

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Jonathan D. Cutler

Internal Address: Osler, Hoskin & Harcourt LLP

Street Address: 1000 de la Gauchetière Street West,

Suite 2100

City: Montreal

State: Quebec

Zip: H3B 4W5

Phone Number: (514) 904-5624

Fax Number: (514) 904-8101

Email Address:

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- 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 2923

Expiration Date 11/2009

b. Deposit Account Number

Authorized User Name

**9. Signature:**

Signature

March 27, 2006  
Date

Jonathan D. Cutler  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

48.00 00



**WORLDWIDE ASSIGNMENT**

WHEREAS WE, Sebastian STRAUSS whose complete address is 304 24th St., Unit B, Virginia Beach, VA, 23451, US; Michael FRENCH, whose complete address is 12504 39th Avenue, Pleasant Prairie, WI 53158, US; Evelyn BREZNIK, whose complete address is 433 Gillett Avenue, Waukegan, IL 60085, IL, US; Jeffrey GILLEN, whose complete address is 4366 123rd St., Pleasant Prairie, WI 53158, US; Dave SODERMAN, whose complete address is 33936 118 Th Street 53181, Twin Lakes, WI , US; (hereinafter referred to as the Assignors) have made an invention entitled:

**METHOD OF CONTROLLING A PUMPING ASSEMBLY**

for which applications for Letters Patent have been or will be filed in the following countries:

| <u>Country</u> | <u>Filing Date</u> | <u>Serial No.</u> |
|----------------|--------------------|-------------------|
| US             | February 2, 2005   | 60/649,708        |

(If necessary, Bombardier Recreational Products Inc., its affiliates and its agents are hereby authorized to insert the filing dates and the serial numbers when known);

AND, WHEREAS , BRP US Inc. a corporation under the laws of Delaware, whose full postal address is 10101 Science Drive, Sturtevant, WI, 53177 (hereinafter referred to as the Assignee) is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the aforementioned applications for Letters Patent on this invention and the Letters Patent to be issued upon these applications;

NOW THEREFORE, be it known that for and in consideration of One US Dollar (US \$1.00) in hand paid and other good and valuable consideration, the receipt of which from the Assignee is hereby acknowledged, by these presents, we, the Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention and these applications, and all divisions, and continuations thereof, and all Letters Patent that may be granted thereon, and all reissues thereof, and all rights to claim priority on these of such applications, and all applications for Letters Patent that may hereafter be filed for this invention in any country and all Letters Patent that may be granted on this invention in any country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioners of Patents (or other appropriate official whose duty it is to issue patents) of the United States, Canada, and any other country, to issue Letters Patent for this invention to the Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will communicate with the Assignee, its successors and assigns, any facts known to us respecting this invention, testify in any 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 this invention in said Assignee, its successors or assigns, execute all divisional, continuation, reissue, and re-examination applications, make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in any country, it being understood that, irrespective of whether we are in the employ of the Assignee or its affiliates, any expense incident to the performance of the obligations of the present paragraph shall be borne by the Assignee, its successors, and assigns.

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:

SEBASTIAN STRAUSS

Date of Signature:  
Place of Signature:

*[Signature]*  
MICHAEL FRENCH

Date of Signature: 02-09-06  
Place of Signature: WAUKEGAN, IL

*[Signature]*  
EVELYN BREZNIK

Date of Signature: 02-09-06  
Place of Signature: Waukegan, IL

*[Signature]*  
JEFFREY GILLEN

Date of Signature: 2-9-06  
Place of Signature: Waukegan, IL

*[Signature]*  
DAVE SODERMAN

Date of Signature: 2/9/06  
Place of Signature: Waukegan, IL

Witness

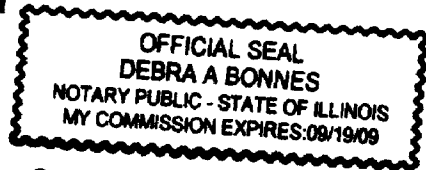
*[Signature]*

Witness  
2/9/06



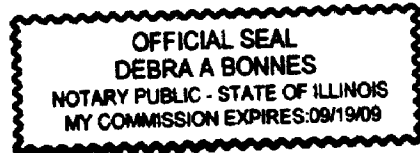
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Witness  
2/9/06



*[Signature]*

Witness  
2/9/06



*[Signature]*

Witness  
2/9/06



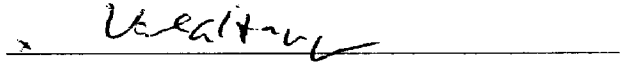
(1057646) 2004-00142-US3

It is the express wish of the parties that this Assignment and all related documents be drafted in English. *Il est de la volonté expresse des parties que cette cession et tous les documents s'y rattachant soient rédigés en anglais. Es ist der ausdrückliche Wunsch der beteiligten Parteien, daß diese Abtretungserklärung und alle damit zusammenhängenden Dokumente in englischer Sprache aufgesetzt werden. Sopijapuolten tahto on, että tämä luovutuskirja ja siihen liittyvät asiakirjat laaditaan englanninkielellä.*

IN TESTIMONY WHEREOF, WE HAVE SIGNED:

  
SEBASTIAN STRAUSS

Date of Signature: 3/7/06  
Place of Signature: Virginia Beach

  
Witness

MICHAEL FRENCH

Date of Signature:  
Place of Signature:

Witness

EVELYN BREZNIK

Date of Signature:  
Place of Signature:

Witness

JEFFREY GILLEN

Date of Signature:  
Place of Signature:

Witness

DAVE SODERMAN

Date of Signature:  
Place of Signature:

Witness

*J. Millson*

JENNIFER MILLSON  
Secretary  
BRP US Inc.

Date of Signature: 23 March 2006  
Place of Signature: Valcourt, Canada

*Melanie Lefebvre*

MÉLANIE LEFEBVRE  
A Commissioner, etc.

