05-19-2006



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## RDATION FORM COVER SHEET PATENTS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

**Eric Bernard Michalak** Robert Michael Benzing **David Hensel** 

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

**Johnson Controls Technology Company** 650 Waverly Holland, MI 46423

Additional conveying party(ies)

NO

3. Nature of conveyance:

**ASSIGNMENT** 

**Execution Date:** 

01/28/05; 01/26/05; 01/27/05

Additional name(s) & address(es) attached?

NO

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

If this is being filed together with a new application, the execution date of the application is:

01/28/05: 01/26/05; 01/27/05

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

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

> James A. Wilke **FOLEY & LARDNER LLP** 777 East Wisconsin Avenue Milwaukee, Wisconsin 53202-5306

0\$/16/2006 MKAYPAGH 00000077 10578278

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6. Total number of applications/patents involved:

7. Total fee (37 C.F.R. § 3.41):

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/ 2001191.1

PATENT REEL: 017898 FRAME: 0656

## **ASSIGNMENT - WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Johnson Controls Technology Company 650 Waverly Holland Michigan 49423 US

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

## SEAT BACK ADJUSTMENT MECHANISM

check one	[ ] executed concurrently herewith,
	[ ] executed on,
	[ X ] Serial No. PCT/US04/36912 Filed 11/05/2004

as set forth in this United States Patent Application

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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PATENT REEL: 017898 FRAME: 0657 ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 28 day of Ja-	, 20 <u>0</u> \$
_ 1 .	En & Mahlh
State of Muhuan	ERIC B. MICHALAK
County of Warne )ss.	
On this 26 day of	ore me, a notary public in and for said county, appeared ERIC B. lose name is subscribed to the foregoing instrument, and he/she lent as his/her free and voluntary act for the uses and purposes therein
	Wellout & Sulut Notary Public
	· - 1
(Seal)	My Commission Expires: 109 05
	Notary Publo, Washtenaw County, Michigan Acting In Wayne County My Commission Expires October 9, 2006
Executed this <u>26</u> day of <u>Ja</u> 3	, 20 <u>C</u> S
•	K. Mag B
State of Muchigan	ROBERT M. BENZING
County of Wayne )ss.	
On this 2 day of	ore me, a notary public in and for said county, appeared ROBERT M. e name is subscribed to the foregoing instrument, and he/she ent as his/her free and voluntary act for the uses and purposes therein
	Websel a Luha
	My Commission Expires: 10/9/05
(Seal)	DEBORAH A, LIEBERT Nosany Public, Washtenaw County, Michigan
	Acting in Wayne County  My Commiss States States 9, 2005
Executed this 27 day of January	, 2005
	David M. Dung
State of www.	DAVID HENSEL
)ss.	

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On this 27 day of 2005, before me, a notary public in and for said county, appeared DAVID HENSEL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_

10/9/05

(Seal)

DEBORAH A. LIEBERT Notery Publo, Washtonaw County, Michigan Acting in Wayne County My Commission Expires October 9, 2005

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**RECORDED: 05/05/2006** 

PATENT REEL: 017898 FRAME: 0660