



10-19-2006



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RCE Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

10.16.06

1. Name of conveying party(ies)

Servo Magnetics Inc.

2. Name and address of receiving party(ies)

Name: Federal-Mogul Corporation

Internal Address: _____

Street Address: 91 Industrial Boulevard

City: Logansport

State: Indiana

Country: USA Zip: 46947

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

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

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

Execution Date(s) 10/12/04 and 10/11/04

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/435,958

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Raymond C. Meiers, Jr.

Internal Address: Dickinson Wright PLLC

Street Address: 38525 Woodward Ave., Suite 2000

City: Bloomfield Hills

State: Michigan Zip: 48304

Phone Number: 248-433-7393

Fax Number: 248-433-7274

Email Address: rmeiers@dickinsonwright.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 _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

40.00
11435958
00000007

9. Signature:

Raymond C Meiers
Signature

October 11, 2006

Date

Raymond C. Meiers, Jr.

Name of Person Signing

Total number of pages including cover

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, VA 22313-1450

10/16/2006 11:43:58 AM

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INTELLECTUAL PROPERTY AGREEMENT

This is an Agreement between Federal-Mogul Corporation, having a place of business at 91 Industrial Boulevard, Logansport, Indiana 46947 (hereinafter F-M) and Servo Magnetics, Inc. (hereinafter SMI) having a place of business in 6660 Variel Avenue, Canoga Park, California 91303.

Whereas, F-M has purchased from SMI 12 & 24 volt brushless permanent magnet DC motor samples as set forth in Purchase Order No. 8085 dated 6/8/04 (hereinafter PRODUCT), the designs of such brushless permanent magnet motors being based upon, but not limited to, F-M drawings 213-474A/213-469A.

Whereas F-M will continue to purchase PRODUCT from SMI according to new Purchase Orders, all of which are solely based upon F-M design requirements.

Whereas, F-M desires to explore its patent protection options for all work performed by SMI on the PRODUCT (hereinafter PROJECT).

And Whereas, SMI continues to supply and develop the PRODUCT according to F-M specifications,

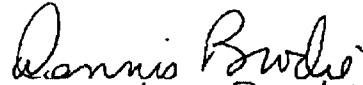
NOW THEREFORE, in consideration for the supply of PRODUCT and pursuant to the terms of Purchase Order No. 8085, paragraph 12 entitled Inventions, and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. "Intellectual Property" means patents, patent applications, registered and unregistered copyrights, trade secrets and proprietary technology and know-how (including, but not limited to, unpatented inventions, formulas and formulations, specifications, manufacturing methods and processes, designs, quality control data, design and manufacturing tolerances and testing, performance and raw material data).
2. Nothing in this Agreement will change the ownership of Intellectual Property possessed by either party prior to the commencement of the PROJECT.
3. SMI represents that each of its employees assigned to work on the PROJECT have entered into an employment contract with SMI which provides for the assignment to SMI of all Intellectual Property of such employees.
4. At F-M's request, SMI shall provide information related to work performed on the PROJECT.
5. At F-M's request, SMI shall use its diligent efforts to cause its employees to execute all papers necessary or incidental to timely and proper applications for Letters Patent of the United States and all foreign countries.
6. Title to any Intellectual Property developed as a result of work performed on the PROJECT shall be owned by F-M. SMI may make, have made, sell, offer for sale, use or license any PROJECT Intellectual Property, royalty-free, provided it is not used or for use in relation to automotive, diesel, marine and small engine applications.

7. All applications for Letters Patent shall be prepared, filed and prosecuted at the expense, and under the direction of, F-M. All expenses, including SMI's employee's time and travel incurred in connection with such applications shall be obligations of F-M.

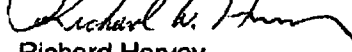
SERVO MAGNETICS, INC.

Dated: 10-12-04

By: 
Print: DENNIS BRODIE
Title: COO, SERVOMAGNETICS, INC

FEDERAL-MOGUL CORPORATION

Dated: 10-11-04

By: 
Print: Richard Harvey
Title: Technical Director, Fuel Systems