

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

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark 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.

1. Name of conveying party(ies)

EATON CORPORATION

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

3. Nature of conveyance/Execution Date(s):Execution Date(s) September 16, 1999

- ☒ 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: Mid-America Commercialization Corporation

Internal Address: _____

Street Address: 1500 Hayes DriveCity: ManhattanState: KansasCountry: _____ Zip: 66502

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

4. Application or patent number(s):

A. Patent Application No.(s)

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

B. Patent No.(s)

5,234,376

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:Name: KRAMER & AMADO, P.C.Internal Address: Suite 240Street Address: 1725 Duke StreetCity: AlexandriaState: VA Zip: 22314Phone Number: 703-519-9801Fax Number: 703-519-9802

Email Address: _____

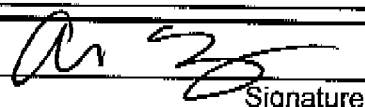
6. Total number of applications and patents involved: _____**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☒ 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 1009
Expiration Date 12/10

b. Deposit Account Number 50-0578Authorized User Name Terry W. Kramer**9. Signature:**


Signature

1/16/07
Date

Andreas Baltatzis
Name of Person Signing

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

10

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 22304-1450

PATENT

700306183

REEL: 018767 FRAME: 0432

OP \$40.00 5234376

Torsional Damping Technology
Donation Agreement

DONATION AGREEMENT

This Agreement, which shall be effective as of the last date of execution hereof by both parties, is between Eaton Corporation ("EATON"), a corporation of Ohio, and Mid-America Commercialization Corporation ("MACC"), a corporation of Kansas.

ARTICLE 1: BACKGROUND

1.0 EATON is the owner of the U.S. patents on torsional damping technology listed on Exhibit A of this Agreement ("the PATENTS") and related KNOW-HOW. MACC is actively engaged in educational, research and development pursuits and has indicated its interest in receiving donation of the PATENTS and related KNOW-HOW. EATON is willing to donate its rights in the PATENTS and related KNOW-HOW to MACC.

1.1 In consideration of the above premises, and the promises and obligations of the parties hereinafter set forth, EATON and MACC agree as set forth below:

ARTICLE 2: DEFINITIONS

2.0 The terms found in entire caps except for the heading of Articles and Sections shall have the meanings set forth below or set forth in specific other paragraphs of this Agreement.

2.1 "KNOW-HOW" means the EATON owned technical information which EATON has in its possession, is in control of, and which EATON is free to disclose and assign to MACC as of the effective date of this Agreement. Such technical information is information specifically directed to the technology covered by the PATENTS, including any engineering, market and manufacturing reports or analysis, designs, drawings, specifications, bills of materials, and like information regarding EATON's design, development, testing and planning, if any, regarding the technology covered by the PATENTS.

2.2 "TRADE SECRETS" means any KNOW-HOW not patented, and, to the best of the knowledge of EATON's employees in its relevant businesses, is known only to EATON and those of its employees and agents to whom it has been necessary to disclose the KNOW-HOW in, and regarding which EATON's employees in its relevant businesses believe the KNOW-HOW to be proprietary and have taken certain efforts to maintain its secrecy.

2.3 "EATON AFFILIATE(S)" means any entity in which EATON directly or indirectly owns or controls at least 50 percent of the equity or other interests of the entity, or in the case of an entity in a country where foreign ownership is restricted to less than 50 percent, the maximum percentage permitted by government law or regulation.

ARTICLE 3: ASSIGNMENT OF RIGHTS/PURPOSE AND INTENT

3.0 EATON agrees to assign its entire right, title and interest in the PATENTS to MACC. Such assignment to MACC shall include EATON's right to enforce any of the PATENTS and to recover damages for any infringement of any of the PATENTS retroactively to the issue date of the said PATENTS, as well as to obtain any provisional or other relief from

any third party infringement of any of the PATENTS which may be available under the applicable law. EATON agrees to execute such further documentation as may be reasonably required to vest title in the PATENTS in MACC.

3.1 EATON further agrees to assign its entire right, title and interest in the KNOW-HOW to MACC. EATON agrees to execute such further documentation as may be reasonably required to vest title in the KNOW-HOW in MACC.

3.2 EATON's purpose and intent in agreeing to assign the PATENTS and KNOW-HOW in Sections 3.1 and 3.2 above is that, based on EATON's assessment of MACC's current and prospective capabilities and interests, MACC will be able to use the PATENTS and the KNOW-HOW over a period of at least several years for providing significantly greater educational opportunities and/or for materially promoting the progress of science. MACC for its part agrees to accept the PATENTS and KNOW-HOW, and that it will act and proceed in a manner with respect to the PATENTS and the KNOW-HOW that is consistent with the foregoing purpose and intent and in keeping with MACC's qualified status under Section 501(c)(3) of the Internal Revenue Code of 1954.

3.3 MACC acknowledges that EATON made no representation or warranty to induce MACC to enter into this Agreement.

ARTICLE 4: POSSIBLE FUTURE INTEREST

4.0 EATON will advise MACC of any interest under the PATENTS or in the use of any of the KNOW-HOW transferred hereunder, including any improvements, advancements and further developments accomplished under the auspices of MACC, in products to be offered for commercial sale by EATON or any EATON AFFILIATE subsequent to the transfer. In such cases and provided that MACC has not prior thereto granted an exclusive license to any third party, EATON and MACC will seek to negotiate in good faith the terms of an appropriate licensing agreement under terms and conditions no less favorable than those offered at the time of the negotiations by MACC to any other potential licensee.

ARTICLE 5: CONFIDENTIALITY

5.0 EATON and MACC have entered into separate Memorandum of Understanding ("MOU") dated October 21, 1998 and Mutual Confidentiality Agreement ("MCA") dated October 5, 1998 and acknowledge that the MOU and the MCA shall continue in effect pursuant to their respective terms. From and after the assignment of the KNOW-HOW pursuant to Section 3.1 above, MACC shall own the KNOW-HOW and may use or disclose the KNOW-HOW in its sole discretion, provided, however, that MACC and its licensee/transferee of KNOW-HOW shall, from and after the assignment, continue to maintain the TRADE SECRETS, if any, as confidential so long as reasonably required in the sole discretion of MACC to maintain the commercial/competitive value thereof. EATON shall promptly identify any TRADE SECRETS as such in writing to MACC.

5.1 MACC acknowledges that EATON has provided MACC with a copy of the valuation report ("the VR") obtained by EATON from CONSOR regarding the PATENTS and KNOW-HOW. MACC may use the information of the VR for background information and the internal use of MACC in connection with its performance under this Agreement. MACC agrees not to provide a copy of the VR or any portion of the VR to any third party without the prior written consent of EATON. MACC may disclose selected information from the VR to third parties, except that MACC shall not disclose the specific value ascribed by the VR to the PATENTS and KNOW-HOW and/or how the value was computed. Further, to the

extent that the VR contains any **TRADE SECRETS** and **MACC** has been notified in writing by **EATON** of such **TRADE SECRETS**, **MACC** agrees not to disclose such **TRADE SECRETS** to any third party without the prior written consent of **EATON**.

ARTICLE 6: PATENTS ASSISTANCE

6.0 **EATON** further agrees to cooperate with **MACC** to the extent **EATON**'s cooperation may be reasonably required in the enforcement or defense of any of the **PATENTS**, provided that such assistance shall be provided at times and in a manner that is not unduly disruptive of **EATON**'s normal course of business, and further provided reasonable compensation is paid **EATON** for the time spent by **EATON** employees in these activities, as well as to cover **EATON**'s out-of-pocket costs including any necessary travel expenses or accommodations.

ARTICLE 7: DISCLAIMER OF WARRANTIES; INDEMNITY

7.0 **EATON** makes no warranty regarding the use of the **KNOW-HOW** with respect to freedom from alleged infringement of third party patents or freedom from infringement of any of the **PATENTS** by any third party, and **MACC** acknowledges that **EATON** is not under any obligation to hold harmless or defend **MACC** or any future licensee/transferee of **MACC** against such infringement.

7.1 **MACC** and **EATON** acknowledge that none of the technology associated with the **KNOW-HOW** and the **PATENTS** has been commercialized to date by or for **EATON** and that the applications and uses of the **KNOW-HOW**, as well as future development and commercial activities associated therewith, shall be within the sole discretion, control and responsibility of **MACC** and its licensees/transferees, if any. Accordingly, it is agreed that **MACC** and/or its licensees/transferees shall be responsible for any claim, damages, judgment or other liability that arises from and after the effective date of this Agreement in connection with any use of the **KNOW-HOW** and any of the **PATENTS** and **EATON** will not be responsible whatsoever with respect to the use by **MACC** or its licensees/transferees of any of the **KNOW-HOW** and/or any of the **PATENTS**.

7.2 **MACC** agrees to release **EATON** from any claims which **MACC** may have against **EATON** by reason of the practice and/or use of any of the **KNOW-HOW** and/or any of the **PATENTS** by **MACC** from and after the effective date of this Agreement. **MACC** will include this same provision in all license/transfer agreements **MACC** executes with third parties.

7.3 **MACC** agrees that any license/transfer extended regarding any of the **KNOW-HOW** and/or the **PATENTS** by or for **MACC** will be subject to the terms of this Agreement and will provide in a written agreement, as an express condition for receiving and maintaining the license/transfer, that the licensee/transferee agree to (i) assume all risk and liability and defend lawsuits arising out of or in the course of its use of any of the **KNOW-HOW** and/or the **PATENTS**, and (ii) release, indemnify, defend and hold harmless **EATON** and **EATON AFFILIATES** and their officers, directors, employees and agents from any claims, costs, damages, judgments or other liabilities, including special, indirect or consequential damages, and attorney fees under any theory of liability, arising out of or in the course of the use of any of the **KNOW-HOW** and/or the **PATENTS**. During the period from and after the effective date of this Agreement and prior to such license/transfer by **MACC** as described in this Section 7.3, **MACC** shall be responsible for all risk, liability, duty to defend lawsuits,

indemnification, etc., described in this Section 7.3 in connection with use of any of the KNOW-HOW and/or the PATENTS.

7.4 If MACC, in its sole discretion, requires its licensee/transferee regarding any of the PATENTS and/or the KNOW-HOW to purchase and maintain any comprehensive general liability insurance, MACC agrees that it will require the licensee/transferee to obtain such insurance that will name EATON as an additional insured and include a waiver of all rights of subrogation against EATON, and that will further include, where applicable, a contractual liability endorsement to support the licensee/transferee's obligations as described in this Agreement.

7.5 MACC and EATON do not intend for EATON to have any liability in relation to use of any of the KNOW-HOW and/or the PATENTS from and after the effective date of this Agreement, and MACC acknowledges that it will have the full responsibility as owner of the PATENTS and KNOW-HOW in the use of any of the KNOW-HOW and/or PATENTS prior to license/transfer and in the selection of and terms of any agreement with MACC's licensee/transferee.

7.6 EATON MAKES NO REPRESENTATION AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR THAT ANY PRODUCT MADE USING ANY OF THE KNOW-HOW WILL NOT INFRINGE ANY PATENT OR OTHER RIGHT OF ANY THIRD PARTY.

7.7 The parties agree that neither MACC, nor any licensee/transferee, shall assume any responsibility for any claim, cost or damages arising from EATON's possession and/or use of the KNOW-HOW and/or the PATENTS prior to the effective date of this Agreement. EATON agrees to (i) assume all risk and liability and defend lawsuits arising out of or in the course of its use, if any, of the KNOW-HOW and/or the PATENTS at any time prior to the effective date of this Agreement only and (ii) release, indemnify, defend and hold harmless MACC and any licensee/transferee of MACC and their officers, directors, employees and agents from any claims, costs, damages, judgments or other liabilities, including special, indirect or consequential damages, and attorney fees under any theory of liability, arising out of or in the course of EATON's possession and/or use, if any, of the KNOW-HOW and/or the PATENTS at any time prior to the effective date of this Agreement only.

ARTICLE 8: EXPORTATION OF INFORMATION

8.0 MACC agrees that it shall not divulge any unpublished information received from EATON under this Agreement in violation of any applicable export laws or regulations, and in particular shall not divulge such information to foreign nationals of any countries under embargo, without appropriate U.S. government authorization.

ARTICLE 9: CONFORMITY TO LAW

9.0 MACC undertakes and agrees that the manufacturing, performance and sale of any goods by or for MACC using any of the KNOW-HOW or covered by any of the PATENTS shall be in conformity with all federal, state, and local laws, ordinances, regulations and rules, and MACC shall obtain and maintain all required permits and licenses.

9.1 MACC further agrees that, if and when MACC licenses or transfers any of the KNOW-HOW and/or the PATENTS, MACC will impose the same covenants of Section 9.0 above on the licensee/transferee as a condition to the granting of the license or transfer.

ARTICLE 10: COSTS OF PATENTS

10.0 Upon execution by the parties of this Agreement and related documents, EATON will without compensation from MACC (i) cause to be recorded in the U.S. Patent & Trademark Office ("PTO") assignment documentation for the transfer of the PATENTS to MACC and pay the normal recordal fees, and (ii) make payment to MACC for the PTO fees to maintain the PATENTS as stipulated on Exhibit A hereto based on the PTO patent maintenance fee schedule in effect on the effective date of this Agreement.

10.01 MACC will decide if any of the PATENTS will be maintained to enable MACC to: (i) pursue market assessment of the relevant technology of any of the PATENTS; (ii) develop an institutional research program to further develop the relevant technology of any of the PATENTS; and/or (iii) commercialize the relevant technology of any of the PATENTS through licensing. If MACC elects to abandon and not pay a maintenance fee for any of the PATENTS, MACC may retain the relevant part of the total payment received from EATON under Section 10.0 above so long as MACC uses such part of the payment for one or more of the objectives set forth in (i), (ii) and (iii) above in this Section 10.01 but if not so used then MACC shall promptly reimburse EATON for such part of the payment.

ARTICLE 11: ASSIGNABILITY

11.0 This Agreement shall not be assigned except (a) with the advance written consent of EATON, or (b) as part of or in connection with a license/transfer of the KNOW-HOW and any of the PATENTS in which case MACC shall give prompt, written notice to EATON.

ARTICLE 12: INTEGRATION

12.0 This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

ARTICLE 13: GOVERNING LAW

13.0 This Agreement shall be governed and construed by the laws of the state of Delaware as they apply to agreements executed and to be performed in Delaware.

ARTICLE 14: NOTICE

14.0 Any notice required by the terms of this Agreement shall be in writing sent via certified mail to the address set forth below the relevant signature on the last page of this Agreement. Upon receipt of notice of a change of address, any notice required hereunder shall be sent to the address for which notice shall have been given.

ARTICLE 15: USE OF NAME/MARKS

15.0 MACC agrees that it will not state or imply either directly or indirectly that MACC or MACC's activities are supported, endorsed or sponsored by EATON. MACC agrees that this Agreement does not constitute a partnership, joint venture or franchise, and also agrees not to use the name or trademark of EATON in its business. The provisions of this Section 15.0 also apply to any licensee/transferee of MACC.

ARTICLE 16: WAIVER

16.0 Neither party may waive or release any of its rights or interests in this Agreement except in writing. Failure to assert any right arising from this Agreement shall not be deemed or construed to be a waiver of such right.

ARTICLE 17: ADR

17.0 If any dispute by the parties in connection with this Agreement has not been resolved within 45 days of the disputing party's notice or if the parties fail to meet and discuss the dispute within 20 days after the dispute arises, the parties shall endeavor to settle the dispute by mediation under the then current CPR Mediation Procedure in effect when the dispute arises. Unless otherwise agreed, the parties will select a mediator located in Chicago, Illinois and the mediation shall take place in Chicago.

ARTICLE 18: EXECUTION

18.0 The parties have caused this Agreement to be signed in duplicate by their duly authorized representatives on the dates set forth below.

MID-AMERICA COMMERCIALIZATION
CORPORATION ("MACC")

By 
Signature

Name Ronald L. Sams
Print/Type

Title President & CEO
Print/Type

Mailing Address: 1500 Hayes Drive
Manhattan, Kansas 66502

Date of Signature 15 September 1999

EATON CORPORATION ("EATON")

By 
Signature

Name Gerald L. Gharlein
Print/Type
Executive Vice President
Title and General Counsel
Print/Type

Mailing Address: Eaton Center
1111 Superior Avenue, N.E.
Cleveland, Ohio 44114

Date of Signature 16 September 1999

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DONATION AGREEMENT

U. S. PATENT SCHEDULE

EXHIBIT A

U.S. PATENT NO.TITLE* MAINTENANCE
FEES DUE

** Note: Maintenance Fees may be paid up to 6 months after due date subject to late payment fee of \$130.*

SPRING DAMPER PATENTS

| | | |
|-------------|---|---|
| 4,557,357 ✓ | Improved Torsion Damping Mechanism | None |
| 4,576,259 ✓ | Torsion Damping Mechanism With Variable Damping | None |
| 4,690,256 ✓ | Torsion Damping Assembly | None |
| 4,703,840 ✓ | Torsion Damping Mechanism | None |
| 4,874,074 ✓ | Torsional Vibration Damping Mechanism | \$2,910 (04/17/01) |
| 4,892,178 ✓ | Viscous Damper Module For Torsional Vibration Damping Mechanism | \$2,910 (07/09/01) |
| 4,914,799 ✓ | Method of Forming, Assembling, and Filling A Viscous Damper | \$2,910 (10/10/01) |
| 4,936,433 ✓ | Viscous Damper With Molded Dynamic Seal | \$2,910 (12/26/01) |
| 4,936,434 ✓ | Viscous Damper With Means Preventing Side Wall Deflection | \$2,910 (12/26/01) |
| 4,962,838 ✓ | Viscous Damper With Low Seal Drag Torque | \$2,910 (04/16/01) |
| 4,987,987 ✓ | Torsional Vibration Damping Mechanism | \$2,910 (09/29/02) |
| 5,078,648 ✓ | Driveline Isolator With Hydraulic Damper and Spiral Springs | \$2,910 (07/07/03) |
| 5,078,649 ✓ | Hydraulic Coupling For Torsion Isolator | \$2,910 (07/07/03) |
| 5,085,617 ✓ | Vane Damper Assembly For A Torque Converter | \$2,910 (08/04/03) |
| 5,226,514 ✓ | Mounting For Rotating Spiral Spring | \$1,900 (01/15/01) and \$2,910 (01/13/05) |
| 5,234,376 ✓ | Spiral Spring Of A Torsional Damper | \$1,900 (02/10/01) and \$2,910 (02/10/05) |
| 5,234,377 ✓ | Composite Spring With Improved Ends | \$1,900 (02/10/01) and \$2,910 (02/10/05) |
| 5,360,090 ✓ | Valving For Vane Damper | \$1,900 (05/01/02) and \$2,910 (05/01/06) |
| 5,338,110 ✓ | Valving For Vane Damper | \$ 940 (01/23/00) and \$1,900 (01/23/04) and \$2,910 (01/23/08) |
| 5,605,660 ✓ | Viscous Damper And Shear Plate For Improved Flow | \$ 940 (08/18/00) and \$1,900 (08/18/04) and \$2,910 (08/18/08) |

Total Maintenance Fees - \$59,840; Total late payment fees - \$0.

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CONSOR - Intellectual Asset Management

Eaton Torsional Damping Technology

Appendix L-IX
Patents Valued

Only 20 patents shown starting
But 22 valued & assigned.

| # | Patent Number | Title |
|----|---------------|--|
| 1 | 4,557,357 | Torsion damping mechanism with a viscous coupling. |
| 2 | 4,576,259 | Torsion damping mechanism with variable damping. |
| 3 | 4,690,236 | Torsion damping assembly. |
| 4 | 4,703,840 | Torsion damping mechanism. |
| 5 | 4,874,074 | Torsional vibration damping mechanism. |
| 6 | 4,892,178 | Viscous damper module for torsional vibration damping mechanism. |
| 7 | 4,914,799 | Method of forming, assembling and filling a viscous damper. |
| 8 | 4,936,433 | Viscous damper with molded dynamic seal. |
| 9 | 4,936,434 | Viscous damper with means preventing sidewall deflection. |
| 10 | 4,962,838 | Viscous damper with low seal drag torque. |
| 11 | 4,987,987 | Torsional vibration damping mechanism. |
| 12 | 5,078,648 | Driveline isolator with hydraulic damper and spiral springs. |
| 13 | 5,078,649 | Hydraulic coupling for torsion isolator. |
| 14 | 5,085,617 | Vane damper assembly for a torque converter. |
| 15 | 5,226,514 | Mounting for rotating spiral spring. |
| 16 | 5,234,376 | Spiral spring of a torsional damper. |
| 17 | 5,234,377 | Composite spring with improved ends. |
| 18 | 5,240,457 | Sealing arrangement for a torque converter vane damper. |
| 19 | 5,360,090 | Valving for vane damper. |
| 20 | 5,538,110 | Valving for vane damper. |
| 21 | 5,577,963 | Torsion isolator spring with pivotal ends. |
| 22 | 5,603,660 | Viscous damper and shear plate for improved fluid flow. |

Eaton 7

Revised: 01/16/2007 09:03 AM
Printed: 01/16/2007 09:03 AM

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