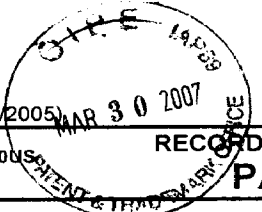


3-30-07



04-04-2007

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Attorney Docket No.: 028987.585600US

RECORDS  
PA



103390800

Law address(es) below.

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)/Execution Date(s):

(1) Andreas STERNER  
(2) Matthias HOFSTETTER

Execution Date(s) (1) 03/02/07 (2) 03/02/07

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Dr. Ing.h.c.F. Porsche Aktiengesellschaft

Street Address: Porscheplatz 1  
70435 Stuttgart  
Germany

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

4. Application number(s) or patent number(s):  This document is being filed together with a new application.

A. Patent Application No.(s)

11/680,268

B. Patent Registration No.(s)

Additional number(s) attached?  Yes  No

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

Name: Crowell & Moring LLP

Street Address: Intellectual Property Group  
PO Box 14300  
Washington, DC 20044-4300

Phone Number: 202-624-2500

Fax Number: 202-628-8844

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 1007

Expiration Date 10/10

b. Deposit Account Number 05-1323

Authorized User Name 23911

9. Signature:

Signature

March 30, 2007

Date

James F. McKeown, Reg. No. 25,406

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 2

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, VA 22313-1450

04/02/2007 HMARZ11 00000095 11680268

01 FC:8021

40.00 DP

### ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto:

**Dr. Ing. h.c.F. Porsche Aktiengesellschaft**

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to his invention relating to:

### METHOD AND CONTROL UNIT FOR VARIABLE TURBOCHARGER TURBINE FLOW CROSS-SECTION CONTROL

as set forth in his United States Patent Application (check one):

executed concurrently herewith,

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives 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 the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of **CROWELL & MORING, L.L.P.**, or any partner thereof, the power 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.

Signature:	<u><i>Andreas Sterner</i></u>	<u>2<sup>nd</sup> March 2007</u>
Inventor one:	Andreas STERNER	DATE
Signature:	<u><i>Matthias Hofstetter</i></u>	<u>01-03-07</u>
Inventor two:	Matthias HOFSTETTER	DATE

Note: Prima facie evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.