

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
General Motors Corporation	01/19/2005
RECEIVING PARTY DATA	
Name:	GM Global Technology Operations, Inc.
Street Address:	P.O. Box 300
Internal Address:	Mail Code 482-C23-B21
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48265-3000
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11328533
Application Number:	11070833
CORRESPONDENCE DATA	
Fax Number:	(248)267-4471
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	313-665-4702
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Correspondent Name:	Patrice Uchno Leland
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Address Line 2:	Mail Code 482-C23-B21
Address Line 4:	Detroit, MICHIGAN 48265-3000
ATTORNEY DOCKET NUMBER:	GMC TO GTO ASSIGNMENT 12
NAME OF SUBMITTER:	Patrice Uchno Leland
<p>Total Attachments: 7</p> <p>source=GM_Assignment#page1.tif</p>	

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AUTOMOTIVE TECHNOLOGY ASSIGNMENT

By and Between

GM GLOBAL TECHNOLOGY OPERATIONS, INC.

And

GENERAL MOTORS CORPORATION

AUTOMOTIVE TECHNOLOGY ASSIGNMENT

This Automotive Technology Assignment, effective as of the Effective Date, is by and between GM Global Technology Operations, Inc., a Delaware corporation ("GTO"), and General Motors Corporation, a Delaware corporation ("Transferor"). GTO and Transferor are each a "Party" and collectively are the "Parties." Capitalized terms used herein that are not defined when first used have the meanings ascribed to them in Article 2.

1.

REDACTED

2. CERTAIN DEFINITIONS

"Affiliate" means, with respect to a party, any other legal entity that Controls, is Controlled by or is under common Control with such party. "Control" and derivative terms (such as Controlling or Controlled) means, with respect to any legal entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such legal entity, whether through the ownership of voting securities or by contract or otherwise.

"Assignment" means this Automotive Technology Assignment by and between the Parties, including the attached Exhibits, as they now exist or may hereafter be created, supplemented or amended in accordance with the provisions of this Assignment.

"Assigned License Agreement" means any agreement or understanding pursuant to which Transferor (i) uses the Automotive Technology of any person or entity other than a wholly-owned GM subsidiary, or (ii) has granted to any person other than a wholly-owned GM subsidiary the right to use Automotive Technology. All currently known, material Assigned License Agreements and the respective Licensors or Licensees are listed in Section 1 of Exhibit A attached hereto. For avoidance of doubt, any agreement that meets this definition is deemed to be an Assigned License Agreement, even if it is not listed in Exhibit A.

"Automotive Technology" means all know-how, drawings, designs, industrial designs, standards, processes, documentation, confidential information, inventions, algorithms, software, patents, patent or other intellectual property registration applications, idea rights, trade secrets, mask works, whether registered or not, and all other Intellectual Property Rights related to the design, development, engineering, validation, use, testing, operations, performance, manufacture, and/or maintenance of automobiles, trucks, vans and similar vehicles and related services or products (including but not limited to materials, fuel cell technology and powertrains), regardless of application, as well as all copyrights and moral rights with respect to software, and all engineering, research and other technical documentation, and all Intellectual Property Rights in and to all of the foregoing. The term "Automotive Technology" specifically excludes the following (collectively, the "Excluded Technology"):

- (a) Intellectual Property Rights in all brands, trademarks, trade names, slogans, logos, and marketing materials, and the goodwill associated with the foregoing, owned or licensed by Transferor;
- (b) technology and related Intellectual Property Rights used exclusively in the Electromotive Division operations of GM or its Affiliates;
- (c) technology and related Intellectual Property Rights used exclusively in U.S. military and defense-related applications in the Allison Transmission Division operations of GM or its Affiliates; and
- (d) non-automotive related intellectual property (e.g., software used for general office administration), and other expressly excluded intellectual property identified in Exhibit B.

"Claim" means any investigation, suit, claim, demand, proceeding or other action.

"Consent" means any Governmental Consent or Third Party Consent.

"Delayed Assignment Agreements" means all Assigned License Agreements listed in Section 2 of Exhibit A, and all other Assigned License Agreements that have not been assigned to GTO as of the Effective Date, as provided in Section 3.3 below.

"Documentation" means all user manuals and technical documentation made generally available by a Licensor (including Transferor as a Licensor) to its customers licensing the subject Automotive Technology, including all modifications and additions thereto.

"Effective Date" means 12:01 AM (EST) on January 19, 2005, or such other date or time as may be hereafter agreed to in writing by the Parties.

"Governmental Authority" means any federal, state, provincial, territorial, regional, county, city, municipal or local government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including courts, public utilities and patent or industrial design authorities.

"Governmental Consent" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Governmental Authority.

"Include," "includes," and "including," whether or not capitalized in this Assignment, means "including without limitation."

"Intellectual Property Rights" means any letters patent, patented articles, patent applications, designs, industrial designs, copyrights, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data and know-how, whether registered or unregistered and including applications, registrations and renewals in connection thereunder for the grant of any such assets or rights of the foregoing descriptions and all rights or forms of protection having equivalent or similar effect anywhere in the world.

"Licensee" means a person or entity to which Transferor has licensed any Intellectual Property Rights in or to any Automotive Technology.

"Licensor" means (i) a person or entity from which Transferor has licensed any Intellectual Property Rights in or to any Automotive Technology; and (ii) Transferor, in the case where it has licensed the Automotive Technology to any Affiliate or third party.

"Losses" means all losses, liabilities, damages, and all related costs and expenses, including reasonable legal fees (including allocated cost of internal counsel) and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

"Services" means all support, maintenance, training, implementation, installation, consulting, development and other services to be provided after the Effective Date pursuant to an Assigned License Agreement.

"Third Party Consent" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any third party.

3. **TRANSFER OF AUTOMOTIVE TECHNOLOGY**

3.1 Transfer of Automotive Technology.

- (a) Effective on the Effective Date and subject to Section 3.3 below, Transferor will transfer to GTO all of its right, title and interest in and to the Automotive Technology (including the right to modify, amend and create derivative works of same) and all of its rights under the Assigned License Agreements to which it is a party or a successor party, excluding the Delayed Assignment Agreements. Transferor agrees to use its best efforts to effect the assignment of Delayed Assignment Agreements to GTO as soon as practicable following the Effective Date. Without limiting the generality of the foregoing, Transferor hereby assigns to GTO all of Transferor's rights to control patent or industrial design prosecution and enforcement of patent or industrial design rights in and to the Automotive Technology.
- (b) Transferor hereby agrees that it will transfer, in accordance with the terms of this Agreement, all Automotive Technology acquired, created or developed by Transferor after the Effective Date. Except as provided in Section 3.3, as of the date Transferor acquires, creates or develops any Automotive Technology after

the Effective Date, such Automotive Technology shall be deemed to be assigned automatically to, and owned by, GTO.

- (c) With respect to any confidential information included in the Automotive Technology, Transferor hereby grants to GTO the exclusive rights to use and exploit the confidential information, including the rights to disclose such confidential information to third parties and to permit third parties to use same. Transferor also hereby assigns to GTO the right to exercise control over the confidential information contained in the Automotive Technology.
- (d) If and to the extent that moral rights or other Intellectual Property Rights cannot be assigned to GTO or its successors, Transferor will use its best efforts to obtain such waivers, releases or consents as may be necessary or appropriate to ensure that GTO's use, transfer, license, exploitation and alienation of the Automotive Technology will not infringe the Intellectual Property Rights that cannot be assigned.

REDACTED SECTION 3.2 TO SIGNATURE PAGE

IN WITNESS WHEREOF, each of GTO and Transferor have caused this Assignment to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

GM GLOBAL TECHNOLOGY
OPERATIONS, INC. (GTO)

GENERAL MOTORS CORPORATION
(Transferor)

By: Robert E. Hathaway

Name: ROBERT E. HATHAWAY

Title: VICE PRESIDENT & GENERAL COUNSEL

By: Walter G. Borst

Name: Walter G. Borst

Title: Treasurer

EXHIBITS REDACTED