

Docket No.: DEX09-088D

FORM PTO-1585 (Modified)
(Rev. 03-09)
OMB No. 0651-0027 (exp. 3/31/2009)
P08/REV06

RECORDATION FORM COVER SHEET

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

1. Name of conveying party(ies):

TUTHILL, James C.

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

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

Execution Date(s): September 24, 2009

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

4. Application or patent numbers(s):

A. Patent Application No.(s)

29/316,457

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dexter Axle Company

Internal Address:

Street Address: 2900 Industrial Parkway East

City: Elkhart

State: IN

Country: USA ZIP: 46515

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

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

B. Patent No.(s)

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

Name: Jeffrey Thurnau

Internal Address: IP Law Dept. 10-A3

Street Address: 1551 Wewatta Street

City: Denver

State: CO ZIP: 80202

Phone Number: 303-744-4743

Fax Number: 303-744-4653

Email Address: jt4006@gates.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41): \$40.00

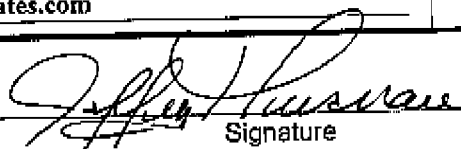
- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information:

Deposit Account Number 50-1534

Authorized User Name Jeffrey Thurnau

9. Signature:


Signature

Jeffrey Thurnau

Name of Person Signing

Oct. 20, 2009
Date

Total number of pages including cover sheet, attachments, and document: 3

PATENT

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Documents to be recorded (including cover sheet) should be faxed to (571)278-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

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ASSIGNMENT

In consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable consideration paid to the undersigned (hereinafter designated as "undersigned"),

Name of Inventor: James C. Tuthill
50949 North Shore Drive
Elkhart, IN 46514

the undersigned agrees to assign, and hereby does assign, transfer, and set over unto:

Name of Assignee DEXTER AXLE COMPANY
Address of principal place of business 2900 Industrial Parkway East
Elkhart, IN 46515
State of a corporation of Delaware
Incorporation

(hereinafter designated as the "ASSIGNEE") the entire right, title, and interest for the United States and all foreign countries (including protection in foreign countries via the Patent Cooperation Treaty), in the invention, and all applications for patent including provisionals, non-provisionals, counterparts, and PCT applications and any Letters Patent which may be granted therefor, the application (hereinafter designated as "application") being known by the Title:

BRAKE MAGNET

DEX09-088D Attorney Docket No.
which is ☒ attached or ☒ referenced in:

☒ U.S. Non-Provisional Application Serial No.: 29/316,457 Filing Date: 29 September 2009
(Day/Month/Year)

Executed On: 24 September 2009
(Day/Month/Year)

☒ PCT Application Serial No.: _____ Filing Date: _____
(Day/Month/Year)

☒ and which claims priority from one or more United States provisional patent applications, the earliest of which is:

Provisional Application No.: _____ Filing Date: _____
(Day/Month/Year)

(☒ See Annex for additional Provisional Application Nos. and Filing Dates)

1. The undersigned agrees to execute all papers necessary in connection with the application and any counterpart application(s) in the United States and foreign countries, including but not limited to continuing prosecution applications (CPAs), continuations, continuations-in-part, divisions, reexaminations and reissues or extensions thereof, and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient.

2. The undersigned agrees to execute all papers necessary in connection with any interference which may be declared or litigation concerning this application and any counterpart application(s), or in connection with any opposition or nullity proceeding, and to cooperate with the ASSIGNEE in every way possible in obtaining evidence and in conducting such interference, litigation, opposition or nullity proceeding.

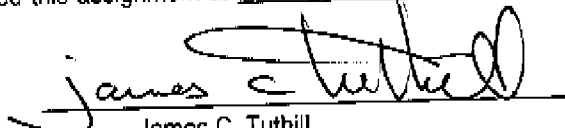
3. The undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4. The undersigned agrees to do all other acts which, in the opinion of ASSIGNEE, may be necessary or desirable to secure the grant of Letters Patent to ASSIGNEE or its nominees, in the United States and in all other countries where ASSIGNEE may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in ASSIGNEE or its nominees the full and complete legal and equitable title to all such Letters Patent.

5. The undersigned hereby authorizes and requests the Commissioner of Patents in the United States and the appropriate national or regional authority in each foreign country to issue any and all Letters Patents resulting from said application or any counterpart application(s) thereof and any reexaminations, reissues and extensions to the said ASSIGNEE, as ASSIGNEE of the entire interest, and hereby covenants that the undersigned has full right to convey the entire interest herein assigned, and that the undersigned has not executed and will not execute, any agreement in conflict herewith.

6. The undersigned hereby grants ASSIGNEE the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at DEXTER AXLE this 24th day of SEPTEMBER 2009.


James C. Tuthill
Inventor

ACKNOWLEDGMENT

STATE OF Indiana }

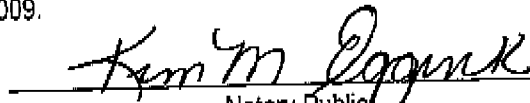
}

SS:

COUNTY OF Elkhart }

}

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 24 day of September, 2009.


Notary Public

Printed Name Kim M. Eggink

My Commission Expires 2/3/17