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 | 09/04/2009 |

RECEIVING PARTY DATA

| Name: | Allison Transmission, Inc. | |
|-----------------|----------------------------|--|
| Street Address: | 4700 West 10th Street | |
| City: | Indianapolis | |
| State/Country: | INDIANA | |
| Postal Code: | 46222 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5788596 |

CORRESPONDENCE DATA

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NAME OF SUBMITTER: Jeffrey A. Michael

Total Attachments: 2

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\$40.00 57885

PATENT REEL: 023607 FRAME: 0959

ASSIGNMENT OF PATENT

This ASSIGNMENT OF PATENTS is made as of the _____ day of September, 2009, by General Motors Corporation, a Delaware Corporation having an address at P.O. Box 33114, Detroit, Michigan 48232 ("Assignor"), to Allison Transmission, Inc. a Delaware Corporation having an address at P.O. Box 894, Indianapolis, Indiana, 46206-0894 ("Assignee").

As contemplated by the Patent and Technology License Agreement between the parties dated August 7, 2007, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's entire worldwide right, title and interest in, to and under U.S. Patent No. 5,788,596, titled "Transmission and Control with Output Shaft Braking" including all inventions disclosed (the "Assigned Patent"), as well as all of Assignor's damages and claims for damages for the infringement of any Assigned Patent, and the exclusive right to sue for the infringement of the Assigned Patent, whether arising before or after the date of this Assignment of Patents, to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Assigned Patent may be granted, as fully and entirely as the Assigned Patent would have been held and enjoyed by Assignee had this assignment not been made. There are no foreign counterpart patents related to the Assigned Patent. All non-U.S. filings related to the Assigned Patent were abandoned in August of 2000.

Assignee hereby grants to Assignor a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license under the Assigned Patent to use, make, import, sell, offer to sell any products (other than Exclusively Licensed Products that are not GM Non-Restricted Products, in accordance with the terms of the Asset Purchase Agreement), with the right to grant royalty-free sublicenses.

This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF the parties have executed this Assignment of Patents as of the date set forth above.

GENERAL MOTORS CORPORATION

By Stank D. M. HANCECK Its VP, GLOBIC POWLETERIN ENGLISHEDING

Date: 04 SLAT 09

ACKNOWLEDGMENT

STATE OF MICHIGAN }

COUNTY OF PARCANT }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal

this 474 day of SEPTEMBER

2009

STEPHEN A. KOHNBLUM
NOTAHY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES ADIA, 2018
ACTING IN COUNTY OF OAKLAND

Locan R. Lomblum

Page 1 of 3

Notary Public

STEPHEN R. KORNBLUM
Printed Name

My Commission Expires: APRIL 4, 2013

Resident of OAKLAND County