

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Karlheinz Nicolai	10/20/2009
<b>RECEIVING PARTY DATA</b>	
Name:	The Gates Corporation
Street Address:	1551 Wewatta Street
Internal Address:	IP Law Dept. 10-A3
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12532080
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(303)744-4653
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3037444754
Email:	ilincoln@gates.com
Correspondent Name:	The Gates Corporation
Address Line 1:	1551 Wewatta Street
Address Line 2:	IP Law Dept 10-A3
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	O09-090 PCT US
NAME OF SUBMITTER:	Isabel Lincoln
<p>Total Attachments: 4</p> <p>source=O09-090PCTNicolaiAssignment#page1.tif</p> <p>source=O09-090PCTNicolaiAssignment#page2.tif</p>	

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of 20 Oktober 2009 (the "Effective Date"), by and between Karlheinz NICOLAI of Klfalstrasse 18, 31093 Lbbrechsten, Germany ("Assignor"); and The Gates Corporation of 1551 Wewatta Street, Denver, Colorado 802302 US ("Company" or "Assignee"). Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in that certain Asset Purchase Agreement.

### WITNESSETH

WHEREAS, the Assignor and Assignee entered into the Asset Purchase Agreement dated 20. Oktober by and among Karlheinz NICOLAI of Klfalstrasse 18, 31093 Lbbrechsten, Germany ("Assignor") and The Gates Corporation of 1551 Wewatta Street, Denver, Colorado 802302 US; and

WHEREAS, under the Asset Purchase Agreement, the Assignor agreed to execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to the Asset Purchase Agreement.

NOW, THEREFORE, effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending legally to be bound, agree as follows:

1. Subject to the terms and conditions of this Assignment, the Assignor hereby sells, assigns, and transfers to the Assignee, its successors and assigns, the entire right, title and interest in, to and under the Assets and more particularly, the Assigned Patent Rights as set forth in Exhibit A, and all other patent rights that may be based thereon, including all renewals, divisions, substitutes, reissues, continuations, continuations-in-part, and all reissues or extensions thereof, and every patent application in any country of the world that claims or may claim any priority right that is or may be predicated upon or arise from said Assigned Patent Rights, to the full end of the term and any extensions thereof for which said Assigned Patent Rights may be granted as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

2. The Assignor hereby acknowledges that this Assignment, being of the entire right, title and interest in and to the Assigned Patent Rights, carries with it the right in the Assignee to apply for and obtain from competent authorities, in all countries of the world, any and all Letters Patent by attorneys and agents of the Assignee's selection and the right to procure the grant of all Letters Patent to the Assignee, for its own name as assignee of the entire right, title and interest in and to the Assigned Patent Rights.

3. Assignee shall be responsible for filing this Assignment or any other documentation evidencing the transfer of the Assigned Patent Rights to Assignee with the USPTO any other applicable patent offices. Assignee shall be responsible for all fees associated with such filings.

4. The Assignor hereby further agrees to execute upon reasonable request any other lawful documents and likewise to perform any other lawful acts which may be reasonably necessary to aid the Assignee, its successors, assigns, and legal representatives, but at its or their expense and charges, to obtain and enforce the Assigned Patent Rights.

5. The Assignor hereby covenants that it has full right to, and hereby does, authorize and request the USPTO and the European Patent Office and the State Intellectual Property Office of P.R.China or other proper governmental authority, to issue all Letters Patent or other documents evidencing the Assigned Patent Rights to the Assignee, its successors and assigns, in accordance with this Assignment.

6. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and his respective heirs, successors and assigns.

7. This Assignment shall be governed by and construed in accordance with the laws of the state of Colorado.

8. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment.

9. It is expressly agreed and understood by the parties hereto that this Assignment is not intended in any manner to supersede, amend, modify, enlarge or limit any of the provisions contained in the Asset Purchase Agreement. In the event of a conflict between a provision hereof and a provision of the Asset Purchase Agreement, the provision of the Asset Purchase Agreement shall prevail.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each Assignor and the Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

Karlheinz NICOLAI

By: Karlheinz Nicolai

Name: Karlheinz NICOLAI

Witness: Todd Selden

Name:

Todd Selden

**ASSIGNEE:**

THE GATES CORPORATION

By: Tribby Warfield

Name:

Tribby Warfield

Title: Authorized Representative



Witness: Jeffrey Thurnau

Name:

JEFFREY THURNAU

## **EXHIBIT A**

### **PATENTS**

German Patent application DE 10 2007 013 443.8; Date of filing 21 March 2007. Title: Zugmittelgetriebe Mit Nierenförmiger Form Der Zubmittel and any patent application claiming priority therefrom including WO28113340A1.

All files, documents, drawings, and prototypes relating to the Assigned Patent Rights.

All technology, devices, discoveries, improvements, information, trade secrets, developments, improvements, descriptions, test reports, analysis, supplier information and manufacturing information, all relating to the device described in the Assigned Patent Rights.