# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:			NEW ASSIGNMENT	
NATURE OF CONVEYANCE:			NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:			01/06/2010	
CONVEYING PARTY DATA				
N			lame	Execution Date
Hayes Lemmerz International, Inc.				08/04/2010
RECEIVING PARTY DATA				
Name: Harvey Holdings, LLC				
	1021 Manufacturers Drive			
City:	Westland			
State/Country:	MICHIGAN			
Postal Code:	48186			
PROPERTY NUMBERS Total: 1				
Property Type			Number 2078	
Application Number: 1258		12582	078	
CORRESPONDENCE DATA				
Fax Number:   (248)203-0763   0				
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.				
Email: ipmail@dykema.com   Correspondent Name: Michelle R. Osinski, Dykema Gossett PLLC				
Address Line 1:			ard Avenue, Suite 300	
Address Line 4:   Bloomfield Hills, MICHIGAN 48304				
ATTORNEY DOCKET NUMBER:			106143-0022	
NAME OF SUBMITTER:			Michelle R. Osinski, Dykema Gossett PLLC	
Total Attachments: 3 source=Nunc Pro Tunc Patent Assignment#page1.tif source=Nunc Pro Tunc Patent Assignment#page2.tif source=Nunc Pro Tunc Patent Assignment#page3.tif				
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#### NUNC PRO TUNC PATENT ASSIGNMENT

WHEREAS, Hayes Lemmerz International—Laredo, Inc., a subsidiary of each of HLI OPERATING COMPANY, INC., a Delaware corporation and HAYES LEMMERZ INTERNATIONAL, INC., a Delaware corporation, both having offices at 15300 Centennial Drive, Northville, MI 48168, USA ("<u>Assignor</u>") entered into an Asset Purchase Agreement with Harvey Holdings, LLC, a Michigan limited liability company having offices at 1021 Manufacturers Drive, Westland, MI 48186, USA ("<u>Assignee</u>");

WHEREAS, in a Patent Assignment dated January 6, 2010 and in accordance with the Asset Purchase Agreement, Assignor previously sold, conveyed, transferred, assigned, and delivered unto Assignee, its successors and assigns, all right, title and interest in and to the applications relating to and the underlying invention described in an Unfiled Invention Disclosure entitled "EGR Mixer for Lower Intake Manifold";

WHEREAS, it has come to Assignee's attention that the above-referenced Unfiled Invention Disclosure corresponds to U.S. Patent Application Serial No. 12/582,078, filed on October 20, 2009, entitled "Mixer for Use in an Exhaust Gas Recirculation System and Method for Assembly of the Same" ("the Application");

WHEREAS, Assignor and Assignee wish to ratify and confirm the assignment and transfer of the entire right, title and interest in and to any and all rights and privileges regarding the patents and patent applications set forth in the Patent Assignment, including the Application; and

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Asset Purchase Agreement and the Patent Assignment and for other good and valuable consideration, the parties agree as follows:

#### 1. ASSIGNMENT OF RIGHTS.

Assignor hereby sells, conveys, transfers, assigns and delivers unto Assignee, its successors and assigns, Assignor's entire worldwide right, title, and interest in and the Application, the underlying invention described in the Application, the right to file foreign patent applications corresponding to the Application, and the right to claim the priority date of the Application and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefore and thereon, and to any and all divisions, continuations, and continuations-in-part of the Application, or expansions, re-issues, renewals or extends of any and all patents which may be granted therefore and thereon, including the right to sue for past infringements thereof;

#### 2. FURTHER ASSISTANCE.

Assignor hereby covenants and agrees that Assignor will, at any time during the 12 months following the date hereof and upon the written request of the Assignee, execute and deliver any and all papers and do all lawful acts reasonably necessary to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the Application with any government office; provided, however, that nothing herein shall obligate Assignor to obtain any signatures, papers or other acts from any inventor no longer employed by the Assignor or its affiliates.

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## HLI OPERATING COMPANY, INC.

By: John A. Salvette ∜ice President, Business Development 8/4/10 Date

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 4th day of hugust 2010, before me personally appeared John A. Salvette, to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the Vice President, Business Development of the above noted corporation and that he was duly authorized to execute the same as the act of and on behalf of said corporation.

My Commission Expires: <u>7-12-2015</u>

Marian C. V. Nalek

Notary Public



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### HAYES LEMMERZ INTERNATIONAL, INC.

By: John A. Salvette Vice President, Business Development x/4/10 Date:

STATE OF MICHIGAN

COUNTY OF WAYNE

On this  $4^{HL}$  day of August 2010, before me personally appeared John A. Salvette, to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the Vice President, Business Development of the above noted corporation and that he was duly authorized to execute the same as the act of and on behalf of said corporation.

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My Commission Expires: 7-12-2015

Malek

Notary Public

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> MARIAN C MALEK Notary Public - Michigan Wayne County My Commission Expires Jul 12, 2015 Acting in the County of Wayne

> > PATENT REEL: 024790 FRAME: 0894

**RECORDED: 08/04/2010**