# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Reinhold Gracner	08/17/2010
David Klemen	08/12/2010

## RECEIVING PARTY DATA

Name:	Bosch Mahle Turbo Systems GmbH & Co. KG	
Street Address:	Lowentorstrasse 68	
City:	Stuttgart	
State/Country:	GERMANY	
Postal Code:	70376	

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12743067

# **CORRESPONDENCE DATA**

Fax Number: (248)594-0610

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 248-594-0600

Email: mbs@raderfishman.com

Correspondent Name: RADER, FISHMAN & GRAUER PLLC

Address Line 1: 39533 WOODWARD AVENUE

Address Line 2: SUITE 140

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48304-0610

ATTORNEY DOCKET NUMBER: 66814-0103

NAME OF SUBMITTER: Michael B. Stewart

Total Attachments: 9

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RADER FISHMAN

THIS ASSIGNMENT, made on the dates indicated below, by Reinhold Gracner and David Klemen (hereinafter referred to as Assignors), residing at Marienweg 13, A-9112 Gritten, AUSTRIA; and 10. Oktoberstr. 3, A-9100 Völkermarkt, AUSTRIA, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in ACTUATING DRIVE FOR BIDIRECTIONAL ACTUATOR, set forth in a Patent application for which an International Application was filed on November 11, 2008, PCT/EP2008/065288, designating the United States; and

WHEREAS, Bosch Mahle Turbo Systems GmbH & Co. KG, having its principal place of business at Löwentorstrasse 68, 70376 Stuttgart, GERMANY (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1,00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and

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delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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:

RADER, FISHMAN & GRAUER PLLC

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All practitioners at Customer Number 10291

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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Date	Reinhold Gracner		
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Witness:			
Date			

12.08.2040	Ing. Rd
Date	David Klemen
Witness:	
Date	
Witness:	
Date	

## ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made on the dates indicated below, by Reinhold Gracner and David Klemen (hereinafter referred to as Assignors), residing at Marienweg 13, A-9112 Gritten, AUSTRIA; and 10. Oktoberstr. 3, A-9100 Völkermarkt, AUSTRIA, respectively;

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

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Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencombered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal and the said assigns, whenever counsel of Assignee, or counsel of its successors, legal and the said assigns, whenever counsel of assignee, or counsel of its successors, legal and the said assigns, whenever counsel of assignee, or counsel of its successors, legal and testing and assigns, whenever counsel of assignee, or counsel of its successors, legal and testing and assigns, whenever counsel of assignee, or counsel of its successors, legal and testing and assigns, whenever counsel of assignee, or counsel of its successors, legal and testing and assigns, whenever counsel of assignee, or counsel of its successors, legal and assigns, whenever counsel of assignee, its successors, legal representatives and assigns, whenever counsel of assignee, its successors, legal representatives and assigns, whenever counsel of assignee, its successors, legal representatives and assigns, whenever counsel of assignee, its successors, legal representatives and assigns, whenever counsel of assignee, its successors, legal representatives and assigns, whenever counsel of assignee, its successors, legal representations for Letters Patent and applications for Letters Patent and applications for Letters Patent and applications for Letters Patent, and assigns are representatives and assigns, whenever counsel of assigns, that Assigns are required to be done for the processor.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued discrete, for the soile use and benefit of Passignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals 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:

# RADER, FISHMAN & GRAUER PLLC

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All practitioners at Customer Number 10291

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RADER FISHMAN

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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17.08. 2010	Macy E
Date	Reinhold Gracner
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