PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------------|----------------|
| Matthew Eugene Fleming | 10/01/2010 |
| Avernethy Francisco | 10/08/2010 |
| Christopher Bartlett Gregg | 10/04/2010 |

RECEIVING PARTY DATA

| Name: | TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC. |
|-----------------|--|
| Street Address: | 25 Atlantic Avenue |
| City: | Erlanger |
| State/Country: | KENTUCKY |
| Postal Code: | 41018 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 12898486 |

CORRESPONDENCE DATA

Fax Number: (714)427-7799

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

Phone: 714.427.7405

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Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 90181-5800

NAME OF SUBMITTER: Ketan S. Vakil

Total Attachments: 4

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PATENT REEL: 025207 FRAME: 0168

Docket No. 90181-5800

ASSIGNMENT

WHEREAS, ASSIGNORS, Matthew Eugene Fleming, Avernethy Francisco, and

Christopher Bartlett Gregg, have invented, conceived, reduced to practice, inventions for a

METHOD AND SYSTEM FOR ADJUSTING A GEAR MAP (hereinafter the "Invention"), for

which United States Patent Application No. 12/898,486 was filed October 5, 2010 [Authorization is

given hereby to insert the application serial number and filing date when it becomes available

(hereinafter the "Applications"); and

WHEREAS, ASSIGNEE, Toyota Motor Engineering & Manufacturing North America,

Inc., a Corporation organized under and pursuant to the laws of Kentucky having its principal

place of business at 25 Atlantic Avenue, Erlanger, Kentucky 41018, is desirous of acquiring the

entire right, title and interest in, to and under the Invention and the Applications and patents to be

obtained thereon;

NOW, THEREFORE, in consideration of the payment by ASSIGNEE to ASSIGNORS

the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good

and valuable consideration, ASSIGNORS does hereby sell, assign and transfer and set over to

ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest,

throughout the world, in the Invention and the Applications, and any other intellectual property

rights in the Invention including, but not limited to, any patent rights, and any patent

application(s), claiming priority thereto, that have been or may hereafter be filed;

ASSIGNORS do hereby covenant that no assignment, sale, agreement, charge, or other

encumbrance, has been, or will be, entered into which would conflict with this assignment;

ASSIGNORS do hereby covenant and agree to provide any tangible property embodying

or describing the Invention, including, without limitation, all documents, drawings, prototypes,

models, test results, designs, materials, computer programs and data, and the like, which, if not

presently in the possession of ASSIGNEE will be delivered to ASSIGNEE immediately upon

request;

ASSIGNORS do hereby covenant and agree to do everything possible to aid ASSIGNEE,

its successors, legal representatives and assigns to obtain and enforce proper patent protection for

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the Invention in all countries including assisting with the preparation of any application relating to the Invention;

ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein;

ASSIGNORS does hereby release and forever discharge ASSIGNEE from any and all claims, including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Invention, whether or not known, suspected and unsuspected, including any and all previous agreements entered into, which now exist, or may have existed prior to the date of this assignment.

| IN WITNESS WHEREOF, I have | executed this instrument at Santa Ana, CA | , on |
|---|---|-------------|
| the date indicated adjacent to my name. | | |
| Dated: $1\frac{\phi}{1/2}$ | Matthew Eleming Matthew Eugene Fleming | ··· |
| IN WITNESS WHEREOF, I have | executed this instrument at | _, on |
| the date indicated adjacent to my name. | | |
| Dated: | | |
| | Avernethy Francisco | |
| IN WITNESS WHEREOF, I have | executed this instrument at | _, on |
| the date indicated adjacent to my name. | | |
| Dated: | | |
| | Christopher Bartlett Gregg | |

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the Invention in all countries including assisting with the preparation of any application relating to the Invention;

ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein;

ASSIGNORS does hereby release and forever discharge ASSIGNEE from any and all claims, including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Invention, whether or not known, suspected and unsuspected, including any and all previous agreements entered into, which now exist, or may have existed prior to the date of this assignment.

| IN WITNESS WHEREOF, I have executed this instrument at | | _, on |
|--|--|----------|
| the date indicated adjacent to my name. | | • |
| Dated: | | |
| | Matthew Eugene Fleming | |
| IN WITNESS WHEREOF, I have ex | xecuted this instrument at Tayamal, A. | , on |
| the date indicated adjacent to my name. | | |
| Dated: LV/2/2010 | Avernethy Francisco | - |
| IN WITNESS WHEREOF, I have ex | xecuted this instrument at | , on |
| the date indicated adjacent to my name. | | |
| Dated: | | <u>.</u> |
| | Christopher Bartlett Gregg | |

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Docket No. 90181-5800

the Invention in all countries including assisting with the preparation of any application relating

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ASSIGNORS do hereby covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to

contest the validity or enforceability of any intellectual property rights assigned herein;

ASSIGNORS does hereby release and forever discharge ASSIGNEE from any and all claims, including but not limited to any debts, liabilities, damages and causes of action of whatsoever kind or nature relating to the Invention, whether or not known, suspected and unsuspected, including any and all previous agreements entered into, which now exist, or may

IN WITNESS WHEREOF, I have executed this instrument at TTC - Garlena, on the date indicated adjacent to my name.

Dated: 10/4/2010

have existed prior to the date of this assignment.

Christopher Bartlett Gregg

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RECORDED: 10/27/2010