

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>John Andrew Byerly</td> <td>11/07/2011</td> </tr> <tr> <td>John P. Kresse</td> <td>11/07/2011</td> </tr> <tr> <td>Mark A. Rains</td> <td>11/06/2011</td> </tr> <tr> <td>Jeffrey K. Runde</td> <td>11/06/2011</td> </tr> </tbody> </table>		Name	Execution Date	John Andrew Byerly	11/07/2011	John P. Kresse	11/07/2011	Mark A. Rains	11/06/2011	Jeffrey K. Runde	11/06/2011
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Allison Transmission, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>4700 West 10th Street</td> </tr> <tr> <td>City:</td> <td>Indianapolis</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>46222</td> </tr> </table>		Name:	Allison Transmission, Inc.	Street Address:	4700 West 10th Street	City:	Indianapolis	State/Country:	INDIANA	Postal Code:	46222
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (317)637-7561</p> <p>Phone: 317-634-3456</p> <p>Email: bjalaie@uspatent.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Bobak P. Jalaie</p> <p>Address Line 1: 111 Monument Circle, Suite 3700</p> <p>Address Line 4: Indianapolis, INDIANA 46204</p>											
ATTORNEY DOCKET NUMBER:	9199-138										
NAME OF SUBMITTER:	Erica Clark										
Total Attachments: 7											

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## ASSIGNMENT

John Andrew Byerly of 8369 Glen Highlands Drive, Indianapolis, IN 46236, United States; John P. Kresse of 1575 West Aspen Way, Martinsville, IN 46151, United States; Mark A. Rains of 1144 Foxford Drive, Avon, IN 46123, United States; Jeffrey K. Runde of 10454 Brixton Lane, Fishers, IN 46037, United States hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, has created certain items of intellectual property in DOUBLE TRANSITION SHIFT CONTROL IN AN AUTOMATIC TRANSMISSION, which include subject matter protectable under various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," created by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in United States Patent Application No. 61/412,961, which was filed on November 12, 2010, hereinafter referred to as the "Application."

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell and transfer unto Allison Transmission, Inc., a corporation of the state of Delaware, having a principal place of business at 4700 West 10th Street, Indianapolis, IN 46222, United States, hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, non-provisional, utility, design, industrial design, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Intellectual Property, future developments in the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, to be held and enjoyed by the Assignee as

**PATENT**

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## ASSIGNMENT

fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Application and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete and final agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Delaware, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Delaware in connection with any dispute arising under the Assignment.

**PATENT**

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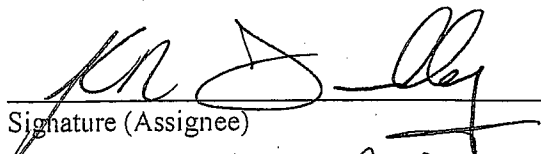
## ASSIGNMENT

If any provision or term of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions and terms of this Assignment, which remaining provisions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the earliest date of execution or effective as of the conception date of the Invention(s) if earlier.

### Assignee:

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property and Related Rights.

  
Signature (Assignee)  
Printed Name: KEITH R. DONNELLY  
Title: CORPORATE COUNSEL  
Company: ALLISON TRANSMISSION, INC.  
Date: 8 day of NOVEMBER, 2011

ASSIGNMENT

Assignor:

John A. Byerly  
Signature (Assignor/Inventor)

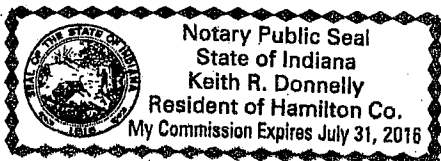
Printed Name: John Andrew Byerly

Date: 7 day of November, 2011

Notary:

STATE OF INDIANA )  
 ) : SS  
COUNTY OF MARION )

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, John Andrew Byerly, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.



Signature (Notary Public): Keith R. Donnelly

Printed Name: KEITH R. DONNELLY

Date: 7<sup>th</sup> day of NOVEMBER, 2011

Resident of HAMILTON County

My Commission Expires: 21 JULY 2016

# ASSIGNMENT

Assignor:

John P. Kresse  
Signature (Assignor/Inventor)

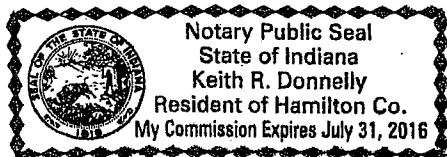
Printed Name: John P. Kresse

Date: 7<sup>th</sup> day of November, 2011

Notary:

STATE OF INDIANA )  
 ) : SS  
COUNTY OF MAISON )

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, John P. Kresse, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.



Signature (Notary Public): Keith R. Donnelly

Printed Name: KEITH R. DONNELLY

Date: 7<sup>th</sup> day of NOVEMBER, 2011

Resident of HAMILTON County

My Commission Expires: 31 JULY 2016

ASSIGNMENT

Assignor:

Mark A Rains  
Signature (Assignor/Inventor)

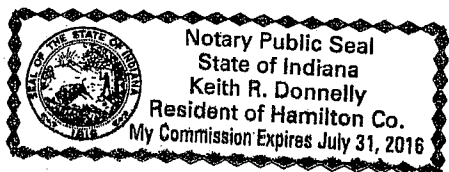
Printed Name: Mark A. Rains

Date: 6 day of Nov., 2011

Notary:

STATE OF INDIANA )  
 ) : SS  
COUNTY OF MARION )

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Mark A. Rains, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.



Signature (Notary Public): Keith R. Donnelly

Printed Name: KEITH R. DONNELLY

Date: 6<sup>TH</sup> day of NOVEMBER, 2011

Resident of HAMILTON County

My Commission Expires: 31 JULY 2016



ASSIGNMENT

Assignor:

Jeffrey K Runde  
Signature (Assignor/Inventor)

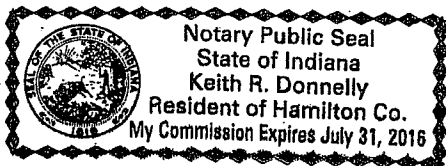
Printed Name: Jeffrey K. Runde

Date: 6 day of Nov, 2011

Notary:

STATE OF INDIANA )  
 ) : SS  
COUNTY OF MARION )

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Jeffrey K. Runde, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.



Signature (Notary Public): Keith R. Donnelly

Printed Name: KEITH R. DONNELLY

Date: 6<sup>th</sup> day of NOVEMBER, 2011

Resident of HAMILTON County

My Commission Expires: 31 JULY 2016