

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>Daniel J. Youngs</td><td>11/29/2011</td></tr> <tr><td>Kurt Biehl</td><td>11/29/2011</td></tr> <tr><td>Edward Bass</td><td>11/29/2011</td></tr> <tr><td>Eric D. Schneider</td><td>11/29/2011</td></tr> <tr><td>Felice E. Bailey</td><td>11/29/2011</td></tr> <tr><td>Steven T. Reyburn</td><td>11/30/2011</td></tr> <tr><td>Dean M. Ford</td><td>11/30/2011</td></tr> <tr><td>Clyde H. Johnson</td><td>11/30/2011</td></tr> <tr><td>Scott K. Bennett</td><td>11/30/2011</td></tr> <tr><td>Brian J. Maskew</td><td>11/30/2011</td></tr> <tr><td>Leonard F. Baxter II.</td><td>11/30/2011</td></tr> <tr><td>Bruce E. Miller</td><td>11/30/2011</td></tr> <tr><td>Richard Blatsis</td><td>11/30/2011</td></tr> <tr><td>Derek A. Delrymple</td><td>11/30/2011</td></tr> <tr><td>Markus Naegeli</td><td>11/30/2011</td></tr> <tr><td>Jerry Wendling</td><td>11/30/2011</td></tr> <tr><td>Timothy A. Gasaway</td><td>11/30/2011</td></tr> <tr><td>Russell B. Hopkins</td><td>11/30/2011</td></tr> <tr><td>Brian C. Morrow</td><td>11/30/2011</td></tr> </tbody> </table>		Name	Execution Date	Daniel J. Youngs	11/29/2011	Kurt Biehl	11/29/2011	Edward Bass	11/29/2011	Eric D. Schneider	11/29/2011	Felice E. Bailey	11/29/2011	Steven T. Reyburn	11/30/2011	Dean M. Ford	11/30/2011	Clyde H. Johnson	11/30/2011	Scott K. Bennett	11/30/2011	Brian J. Maskew	11/30/2011	Leonard F. Baxter II.	11/30/2011	Bruce E. Miller	11/30/2011	Richard Blatsis	11/30/2011	Derek A. Delrymple	11/30/2011	Markus Naegeli	11/30/2011	Jerry Wendling	11/30/2011	Timothy A. Gasaway	11/30/2011	Russell B. Hopkins	11/30/2011	Brian C. Morrow	11/30/2011
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RECEIVING PARTY DATA																																									
Name:	Allison Transmission, Inc.																																								
Street Address:	4700 West 10th Street																																								
City:	Indianapolis																																								
State/Country:	INDIANA																																								
Postal Code:	46222																																								
PROPERTY NUMBERS Total: 2																																									
Property Type	Number																																								

OP \$80.00 13490060

Application Number:	13490060
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Application Number:	13490029
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CORRESPONDENCE DATA

Fax Number: (317)637-7561

Phone: 317-634-3456

Email: bjalaie@uspatent.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Bobak P. Jalaie

Address Line 1: 111 Monument Circle, Suite 3700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	9199-214 AND 9199-215
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NAME OF SUBMITTER:	Bobak P. Jalaie
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Total Attachments: 7

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ASSIGNMENT

1. DEFINITIONS

- 1.1 ASSIGNOR means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 ASSIGNEE means Allison Transmission, Inc. , a corporation of the state of Delaware_ having a principal place of business at 4700 West 10th Street, Indianapolis, IN 46222 as well as its successors and/or assigns.
- 1.3 PATENT APPLICATION means International Patent Cooperation Treaty (PCT) or United States Patent Application Number PCT/US2011/063695, which was filed on December 7, 2011, with the title of ENERGY STORAGE SYSTEM FOR HYBRID ELECTRICAL VEHICLE.
- 1.4 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
- 1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 EFFECTIVE DATE means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date of this assignment is first signed by at least one of the parties.

2. ASSIGNMENT OF RIGHTS

- 2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.3 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- 2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.
- 2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation, including damages, royalties, and profits.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desired to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. ATTORNEY CLIENT PRIVILEGE

4.1 Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Attorney Client Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

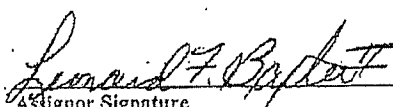
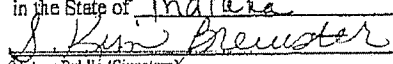
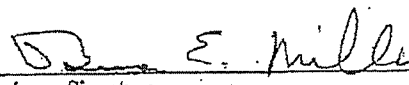
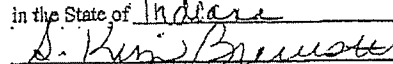
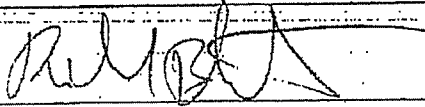
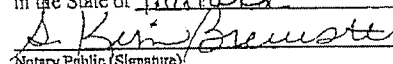
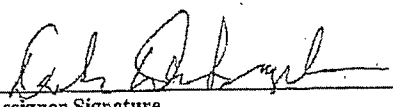
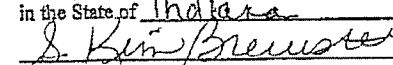

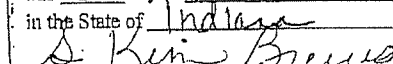
6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR(S) SIGNATURE(S)	
Daniel J. Youngs 9463 N. County Rd. 225 E. Pittsboro, IN 46167 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> </div> <div style="width: 35%; text-align: right;"> <u>29 November 2011</u> Assignor Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <p style="text-align: center; font-size: small;">Notarial Stamp/Seal</p> </div> <div style="width: 70%;"> <p style="font-size: small;">SUBSCRIBED and SWORN to before me by Daniel J. Youngs</p> <p style="font-size: small;">this <u>29</u> day of <u>NOVEMBER</u>, 20<u>11</u>, in the county of <u>MARION</u></p> <p style="font-size: small;">in the State of <u>INDIANA</u></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p style="font-size: x-small;">Notary Public (Signature)</p> </div> <div style="width: 35%; text-align: right;"> <u>KEITH R. DONNELLY</u> (Printed Name) </div> </div> <p style="font-size: x-small; display: flex; justify-content: space-between;"> Resident of <u>HAMILTON</u> County My Commission Expires <u>31 JUL 2016</u> </p> </div> </div>
Kurt Biehl 5321 Longwoods Court 1200 S 500E Indianapolis, IN 46254 Lebanon, IN 46052 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> </div> <div style="width: 35%; text-align: right;"> <u>29 November 2011</u> Assignor Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <p style="text-align: center; font-size: small;">Notarial Stamp/Seal</p> </div> <div style="width: 70%;"> <p style="font-size: small;">SUBSCRIBED and SWORN to before me by Kurt Biehl</p> <p style="font-size: small;">this <u>29</u> day of <u>NOVEMBER</u>, 20<u>11</u>, in the county of <u>MARION</u></p> <p style="font-size: small;">in the State of <u>INDIANA</u></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p style="font-size: x-small;">Notary Public (Signature)</p> </div> <div style="width: 35%; text-align: right;"> <u>KEITH R. DONNELLY</u> (Printed Name) </div> </div> <p style="font-size: x-small; display: flex; justify-content: space-between;"> Resident of <u>HAMILTON</u> County My Commission Expires <u>31 JUL 2016</u> </p> </div> </div>
Edward Bass 952 Roundtable Court Indianapolis, IN 46260 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> </div> <div style="width: 35%; text-align: right;"> <u>29 November 2011</u> Assignor Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <p style="text-align: center; font-size: small;">Notarial Stamp/Seal</p> </div> <div style="width: 70%;"> <p style="font-size: small;">SUBSCRIBED and SWORN to before me by Edward Bass</p> <p style="font-size: small;">this <u>29</u> day of <u>NOVEMBER</u>, 20<u>11</u>, in the county of <u>MARION</u></p> <p style="font-size: small;">in the State of <u>INDIANA</u></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p style="font-size: x-small;">Notary Public (Signature)</p> </div> <div style="width: 35%; text-align: right;"> <u>KEITH R. DONNELLY</u> (Printed Name) </div> </div> <p style="font-size: x-small; display: flex; justify-content: space-between;"> Resident of <u>HAMILTON</u> County My Commission Expires <u>31 JUL 2016</u> </p> </div> </div>
Eric D. Schneider 506 Stonehedge Drive Carmel, IN 46032 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> </div> <div style="width: 35%; text-align: right;"> <u>29 November 2011</u> Assignor Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <p style="text-align: center; font-size: small;">Notarial Stamp/Seal</p> </div> <div style="width: 70%;"> <p style="font-size: small;">SUBSCRIBED and SWORN to before me by Eric D. Schneider</p> <p style="font-size: small;">this <u>29</u> day of <u>NOVEMBER</u>, 20<u>11</u>, in the county of <u>MARION</u></p> <p style="font-size: small;">in the State of <u>INDIANA</u></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p style="font-size: x-small;">Notary Public (Signature)</p> </div> <div style="width: 35%; text-align: right;"> <u>KEITH R. DONNELLY</u> (Printed Name) </div> </div> <p style="font-size: x-small; display: flex; justify-content: space-between;"> Resident of <u>HAMILTON</u> County My Commission Expires <u>31 JUL 2016</u> </p> </div> </div>
Felice E. Bailey 6371 Harrison Ridge Blvd. Indianapolis, IN 46236 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> </div> <div style="width: 35%; text-align: right;"> <u>29 / NOVEMBER 2011</u> Assignor Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <p style="text-align: center; font-size: small;">Notarial Stamp/Seal</p> </div> <div style="width: 70%;"> <p style="font-size: small;">SUBSCRIBED and SWORN to before me by Felice E. Bailey</p> <p style="font-size: small;">this <u>29</u> day of <u>NOVEMBER</u>, 20<u>11</u>, in the county of <u>MARION</u></p> <p style="font-size: small;">in the State of <u>INDIANA</u></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p style="font-size: x-small;">Notary Public (Signature)</p> </div> <div style="width: 35%; text-align: right;"> <u>KEITH R. DONNELLY</u> (Printed Name) </div> </div> <p style="font-size: x-small; display: flex; justify-content: space-between;"> Resident of <u>HAMILTON</u> County My Commission Expires <u>31 JUL 2016</u> </p> </div> </div>

ASSIGNOR(S) SIGNATURE(S)			
Steven T. Reyburn 13224 South 100 West Kokomo, IN 46901 United States	<u>Steven T. Reyburn</u> Assignor Signature	<u>11/30/2011</u> Assignor Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <p><i>Notarial Stamp/Seal</i></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> S. KIM BREWSTER NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES August 30, 2015 </div> </div> <div style="width: 75%;"> <p>SUBSCRIBED and SWORN to before me by <u>Reyburn, Steven T.</u> this <u>30</u> day of <u>November</u>, 20<u>11</u>, in the county of <u>Howard</u> in the State of <u>Indiana</u> <u>S. Kim Brewster</u> Notary Public (Signature) Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u></p> </div> </div>			
Dean M. Ford 18935 Edwards Grove Drive Noblesville, IN 46062 United States	<u>Dean M. Ford</u> Assignor Signature	<u>11/30/2011</u> Assignor Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <p><i>Notarial Stamp/Seal</i></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> S. KIM BREWSTER NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES August 30, 2015 </div> </div> <div style="width: 75%;"> <p>SUBSCRIBED and SWORN to before me by <u>Dean M. Ford</u> this <u>30</u> day of <u>November</u>, 20<u>11</u>, in the county of <u>Howard</u> in the State of <u>Indiana</u> <u>S. Kim Brewster</u> Notary Public (Signature) Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u></p> </div> </div>			
Clyde H. Johnson 28S 95E Greentown, IN 46936 United States	<u>Clyde H. Johnson</u> Assignor Signature	<u>11/30/2011</u> Assignor Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <p><i>Notarial Stamp/Seal</i></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> S. KIM BREWSTER NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES August 30, 2015 </div> </div> <div style="width: 75%;"> <p>SUBSCRIBED and SWORN to before me by <u>Clyde H. Johnson</u> this <u>30</u> day of <u>November</u>, 20<u>11</u>, in the county of <u>Howard</u> in the State of <u>Indiana</u> <u>S. Kim Brewster</u> Notary Public (Signature) Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u></p> </div> </div>			
Scott K. Bennett 5576 W. County Rd. 00 N. S. Kokomo, IN 46901 United States	<u>Scott K. Bennett</u> Assignor Signature	<u>11/30/2011</u> Assignor Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <p><i>Notarial Stamp/Seal</i></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> S. KIM BREWSTER NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES August 30, 2015 </div> </div> <div style="width: 75%;"> <p>SUBSCRIBED and SWORN to before me by <u>Scott K. Bennett</u> this <u>30</u> day of <u>November</u>, 20<u>11</u>, in the county of <u>Howard</u> in the State of <u>Indiana</u> <u>S. Kim Brewster</u> Notary Public (Signature) Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u></p> </div> </div>			
Brian J. Maskew 5358 Angel Way Kokomo, IN 46904 United States	<u>Brian J. Maskew</u> Assignor Signature	<u>11/30/11</u> Assignor Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 25%;"> <p><i>Notarial Stamp/Seal</i></p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> S. KIM BREWSTER NOTARY PUBLIC SEAL STATE OF INDIANA MY COMMISSION EXPIRES August 30, 2015 </div> </div> <div style="width: 75%;"> <p>SUBSCRIBED and SWORN to before me by <u>Brian J. Maskew</u> this <u>30</u> day of <u>November</u>, 20<u>11</u>, in the county of <u>Howard</u> in the State of <u>Indiana</u> <u>S. Kim Brewster</u> Notary Public (Signature) Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u></p> </div> </div>			

ASSIGNOR(S) SIGNATURE(S)	
Leonard F. Baxter II 11601 Crestview Blvd. Kokomo, IN 46901 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  Assignor Signature </div> <div style="width: 35%;"> 11/30/2011 Assignor Date </div> </div>
<div style="border: 1px solid black; padding: 2px;"> <small>Notarial Stamp/Seal</small> S. KIM BREWSTER NOTARY PUBLIC STATE OF INDIANA <small>MY COMMISSION EXPIRES August 30, 2015</small> </div>	SUBSCRIBED and SWORN to before me by <u>Leonard F. Baxter II</u> this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  <small>Notary Public (Signature)</small> </div> <div style="width: 35%;"> <u>S. Kim Brewster</u> <small>(Printed Name)</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Resident of <u>Howard</u> </div> <div style="width: 35%;"> County <u>Howard</u> My Commission Expires <u>8/30/15</u> </div> </div>
Bruce E. Miller 1916 S 400 E Kokomo, IN 46902 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  Assignor Signature </div> <div style="width: 35%;"> 11/30/2011 Assignor Date </div> </div>
<div style="border: 1px solid black; padding: 2px;"> <small>Notarial Stamp/Seal</small> S. KIM BREWSTER NOTARY PUBLIC STATE OF INDIANA <small>MY COMMISSION EXPIRES August 30, 2015</small> </div>	SUBSCRIBED and SWORN to before me by <u>Bruce E. Miller</u> this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  <small>Notary Public (Signature)</small> </div> <div style="width: 35%;"> <u>S. Kim Brewster</u> <small>(Printed Name)</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Resident of <u>Howard</u> </div> <div style="width: 35%;"> County <u>Howard</u> My Commission Expires <u>8/30/15</u> </div> </div>
Richard Blitsis 2122 Cameron Drive Kokomo, IN 46902 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  Assignor Signature </div> <div style="width: 35%;"> 11/30/2011 Assignor Date </div> </div>
<div style="border: 1px solid black; padding: 2px;"> <small>Notarial Stamp/Seal</small> S. KIM BREWSTER NOTARY PUBLIC STATE OF INDIANA <small>MY COMMISSION EXPIRES August 30, 2015</small> </div>	SUBSCRIBED and SWORN to before me by <u>Richard Blitsis</u> this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  <small>Notary Public (Signature)</small> </div> <div style="width: 35%;"> <u>S. Kim Brewster</u> <small>(Printed Name)</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Resident of <u>Howard</u> </div> <div style="width: 35%;"> County <u>Howard</u> My Commission Expires <u>8/30/15</u> </div> </div>
Derek A. Delrymple 2507 Acorn Drive Kokomo, IN 46902 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  Assignor Signature </div> <div style="width: 35%;"> 11/30/11 Assignor Date </div> </div>
<div style="border: 1px solid black; padding: 2px;"> <small>Notarial Stamp/Seal</small> S. KIM BREWSTER NOTARY PUBLIC STATE OF INDIANA <small>MY COMMISSION EXPIRES August 30, 2015</small> </div>	SUBSCRIBED and SWORN to before me by _____ this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  <small>Notary Public (Signature)</small> </div> <div style="width: 35%;"> <u>S. Kim Brewster</u> <small>(Printed Name)</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Resident of <u>Howard</u> </div> <div style="width: 35%;"> County <u>Howard</u> My Commission Expires <u>8/30/15</u> </div> </div>
Markus Naegeli 7195 W. 00 N.S. Kokomo, IN 46901 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  Assignor Signature </div> <div style="width: 35%;"> 30, Nov. 11 Assignor Date </div> </div>
<div style="border: 1px solid black; padding: 2px;"> <small>Notarial Stamp/Seal</small> S. KIM BREWSTER NOTARY PUBLIC STATE OF INDIANA <small>MY COMMISSION EXPIRES August 30, 2015</small> </div>	SUBSCRIBED and SWORN to before me by <u>Markus Naegeli</u> this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  <small>Notary Public (Signature)</small> </div> <div style="width: 35%;"> <u>S. Kim Brewster</u> <small>(Printed Name)</small> </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Resident of <u>Howard</u> </div> <div style="width: 35%;"> County <u>Howard</u> My Commission Expires <u>8/30/15</u> </div> </div>

Jerry Wendling
1708 East 44th Street
Anderson, IN 46013
United States

Assignor Signature

11/30/11
Assignor Date

Notarial Stamp/Seal
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Jerry Wendling
this 30 day of November, 2011, in the county of Howard
in the State of Indiana

S. Kim Brewster
Notary Public (Signature)

S. Kim Brewster
(Printed Name)

Resident of Howard County My Commission Expires 8/30/15

Timothy A. Gasaway
2052 East Boulevard
Kokomo, IN 46902
United States

Assignor Signature

11/30/11
Assignor Date

Notarial Stamp/Seal
S. KIM BREWSTER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Timothy A. Gasaway
this 30 day of November, 2011, in the county of Howard
in the State of Indiana

S. Kim Brewster
Notary Public (Signature)

S. Kim Brewster
(Printed Name)

Resident of Howard County My Commission Expires 8/30/15

Russell B. Hopkins
3914 Deanna Drive
Kokomo, IN 46902
United States

Assignor Signature

11/30/11
Assignor Date

Notarial Stamp/Seal
S. KIM BREWSTER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Russell B. Hopkins
this 30 day of November, 2011, in the county of Howard
in the State of Indiana

S. Kim Brewster
Notary Public (Signature)

S. Kim Brewster
(Printed Name)

Resident of Howard County My Commission Expires 8/30/15

Brian C. Morrow
6591 N. 500 W.
Sharpsville, IN 46068
United States

Assignor Signature

11/30/2011
Assignor Date

Notarial Stamp/Seal
S. KIM BREWSTER
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Brian C. Morrow
this 30 day of November, 2011, in the county of Howard
in the State of Indiana

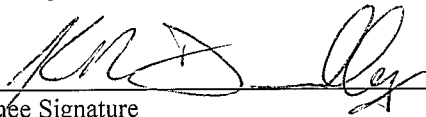
S. Kim Brewster
Notary Public (Signature)

S. Kim Brewster
(Printed Name)

Resident of Howard County My Commission Expires 8/30/15

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.



Assignee Signature
Printed Name: KEITH R. DONNELLY
Title: IP CORPORATE COUNSEL
Company: Allison Transmission, Inc.
Date: 29 day of NOVEMBER, 20 11