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Atty Ref/Docket No.: 3081.079US1 Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: P	lease record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
Marco De Luca  Additional name(s) of conveying party(ies) attached?	Name: Ferrari S.p.A. Street Address: Via Emilia Est 1163
3. Nature of conveyance:	Additional name(s) & address(es) attached? []Yes [X]No
[X] Assignment [ ] Merger [ ] Security Agreement[ ] Change of Name [ ] Other	[J
Execution Date: June 30, 2013	
4. Application number(s) or patent number(s):	
If this document is being filed together with a new applicati	on, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
Serial No. 13/774,079, filed February 22, 2013	
Additional numbers attached? [ ]Yes [X]No	
	6. Total number of applications and patents involved: 1
5. Name and address of party to whom correspondence concerning document should be mailed:	7. Total fee (37 CFR 3.41):\$ <u>40.00</u>
Name: Timothy A. Grathwol	[]Enclosed
Address:	[X]Authorized to be charged to deposit account 19-0743
Schwegman, Lundberg & Woessner, P.A. P.O. Box 2938 Minneapolis, MN 554020938	8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743
DO NOT US	E THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing infor of the original document.	rmation is true and correct and any attached copy is a true copy
Timothy A. Grathwol/Reg. No. 66,685	/Timothy A. Grathwol/ August 29, 2013
Name of Person Signing	Signature Date
To	otal number of pages including cover sheet: 4
Mail documents to be recorded with required cover sheet in	formation to:

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**PATENT REEL: 031236 FRAME: 0820** 

Attorney Docket No. 3081.079US1 Client Ref. No. E1072/13-US

## **ASSIGNMENT**

WHEREAS, Marco De Luca (hereinafter the "Undersigned") has made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on February 22, 2013, which application was assigned US patent application serial number 13/774,079, and which is titled "A REAR SPOILER WITH ADJUSTABLE AERODYNAMIC PROFILES FOR A HIGH PERFORMANCE ROAD VEHICLE" which are described in a patent application filed on February 24, 2012, which application was assigned IT application serial number 802012A 000088, and which is titled "A REAR SPOILER WITH ADJUSTABLE AERODYNAMIC PROFILES FOR A HIGH PERFORMANCE ROAD VEHICLE".

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Ferrari S.p.A. (the "Assignee"), having a place of business at Via Emilia Est 1163, Modena 41100, Italy, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention; including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the aboveidentified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the aboveidentified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

Docket No: 3081.079US1 Client Ref. No. E1072/13-US

Assignment
Assignors: Marco De Luca
Title: A REAR SPOILER WITH ADJUSTABLE AERODYNAMIC PROFILES FOR A HIGH PERFORMANCE ROAD VEHICLE
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AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate

with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

PATENT

REEL: 031236 FRAME: 0822

Assignment

Assignors: Marco De Luca

Docket No: 3081,079US1 Client Ref. No. £1072/13-US

Title: A REAR SPOILER WITH ADJUSTABLE AERODYNAMIC PROFILES FOR A HIGH PERFORMANCE ROAD VEHICLE

Assignor:

(Signature):

Name: Marco De Luca

City/State:

Date: 30/04/2013

**PATENT** 

REEL: 031236 FRAME: 0823