

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CARSTEN HELDBRG | 07/18/2012 |
| ITW AUTOMOTIVE PRODUCTS GMBH | 07/18/2012 |
| RECEIVING PARTY DATA | |
| Name: | ILLINOIS TOOL WORKS INC. |
| Street Address: | 155 HARLEM AVENUE |
| City: | GLENVIEW |
| State/Country: | ILLINOIS |
| Postal Code: | 60025 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14413046 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)518-5499 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
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| Email: | itw@ipfirm.com |
| Correspondent Name: | BENJAMIN J. HAUPTMAN |
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| Address Line 2: | SUITE 1400 |
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| ATTORNEY DOCKET NUMBER: | 713-3125 (61555-US) |
| NAME OF SUBMITTER: | BENJAMIN J. HAUPTMAN |
| SIGNATURE: | /Benjamin J. Hauptman/ |
| DATE SIGNED: | 01/06/2015 |
| Total Attachments: 3 | |
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ASSIGNMENT

THIS ASSIGNMENT is made by and between

1) Carsten Heldberg
Fährstrasse 1
D-27308 Kirchlinteln / Germany

(hereinafter referred to as inventor(s)), and

ITW Automotive Products GmbH having a place of business at Bahnhofstr. 50 a, D-29693 Hodenhagen / Germany ("ITW Automotive Products GmbH")

individually and collectively as Assignor(s), and

ILLINOIS TOOL WORKS INC., a corporation of the State of Delaware, U.S.A., having a place of business at 3600 West Lake Avenue, Glenview, Illinois 60026, USA ("ITW")

as Assignee.

WHEREAS, inventor(s) is (are) employed in a technical capacity by ITW Automotive Products GmbH;

WHEREAS, ITW Automotive Products GmbH is a division, subsidiary, business unit or other entity of ITW;

WHEREAS, inventor(s) has (have) made one or more inventions (as identified below) (hereinafter individually or collectively referred to as "Invention"); and

WHEREAS, the parties hereto have at all times desired that ITW shall absolutely hold any and all rights (including, but not limited to, Application rights, Patent Rights, Utility Patent rights, Plant Patent rights, Design Patent rights, Priority rights) in the Invention in accordance with the assignment made herein.

NOW THEREFORE, for valuable and sufficient consideration from ITW to Assignor(s), receipt of such consideration being hereby acknowledged and intending to be legally sufficient, I/we hereby sell, assign and convey unto Assignee, its successors and assigns, my/our entire right, title and interest:

(1) in and to the Invention entitled "Thermostatventil (Thermostat valve)" for which I/we have executed, a PCT Patent Application and/or United States Patent Application on even date herewith, and, if applicable, which claims the benefit of United States Provisional Application No(s). _____ filed on _____; or which is the subject of a German Patent Application or a PCT Patent Application having German Patent Application No. 10 2012 013 677.3 or PCT Patent Application No. _____ and was filed on July 11, 2012;

(2) in and to an Invention entitled "_____" for which I/we previously filed United States Provisional Application No(s). _____ on _____;

(3) in and to said PCT Patent Application, United States Patent Application, United States Provisional Application(s), and/or German Patent Application, and in and to all other patent applications now or hereafter filed in any country throughout the world claiming priority therefrom, as well as any divisional, continuation, reexamination and reissue applications, and legal equivalents thereof, based upon said forgoing Invention, and in and to any patent or patents granted thereon or issued therefrom, including reissues or the like thereof, if any, to the full end of the term or terms for which said patent or patents may be granted or issued, (if necessary for recordation purposes with any national or foreign patent office throughout the world, said other patent application(s) and/or patent(s) being specifically identified as follows)

| <u>Country</u> | <u>Application / Patent No.</u> | <u>Filing / Issue or Grant Date</u> |
|----------------|---------------------------------|-------------------------------------|
| <u>Country</u> | <u>Application / Patent No.</u> | <u>Filing / Issue or Grant Date</u> |

; and

(4) in and to any and all priority rights, and any other application and patent rights in all of the above mentioned patent applications and patents.

I/we hereby authorize the Assignee and/or its agent or attorney to enter the Application No(s), and filing date(s) of the subject patent application(s) in the spaces provided above once received.

For the avoidance of any doubt, and without restricting the generality of this Assignment, it is confirmed by the Assignor(s) that the Assignee had the right to file the PCT Patent Application, United States Patent Application, United States Provisional Application(s), and/or German Patent Application, and shall have the right to file additional applications for protection of whatever form and in whichever countries it may choose to do so.

I/we agree that the PCT Patent Application, United States Patent Application, United States Provisional Application(s), and/or German Patent Application, and any patent applications of any countries which may be filed under any applicable international treaties and/or conventions based upon said Invention, shall be filed in the name of Assignee with the right to claim priority to the PCT Patent Application, United States Patent Application, United States Provisional Application(s), and/or German Patent Application based upon said Invention.

I/we further agree and authorize the Commissioner of Patents and Trademarks of the United States and all other appropriate government officials for applicable countries foreign to the United States to issue any and all above-identified patents to Assignee.

I/we hereby further agree that I/we shall, upon demand of Assignee, its successors or assigns, and without further consideration to me/us, execute any and all papers, make all rightful oaths and perform all acts that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to be a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers and oaths, and performance of all applicable acts, shall be paid by Assignee, its successors and assigns, and not by me/us.

Any and all rights Assignee takes under this Assignment are freely assignable or otherwise transferable by Assignee without any restriction whatsoever.

I/we hereby confirm my/our assignment absolutely to Assignee of any and all rights whatsoever that I/we may have in the subject matter hereof to the full extent that I/we would have had, had this assignment not been made.

The consideration for the Assignment is in the premises above but in deference to those jurisdictions where a monetary consideration is required to effect an assignment, Assignee agrees to pay each of the Assignors the sum of \$1 (one U.S. dollar) or such other sufficient amount as agreed to by the parties, the receipt, adequacy and sufficiency of which the Assignor(s) acknowledge on signature hereto.

1) C. Heldberg
Name: Carsten Heldberg

July 18, 2012
Date

DECLARATION OF WITNESS

I, Rainer Gramß whose post office address is Am langen Acker 1, 29690 Buchholz
hereby declare that I was personally present and did see the above named inventor(s), personally known to me to be the person(s) named in this Assignment, duly sign and execute the same:

[Signature]
(Signature of Witness)

July 18, 2012
(Date of Signature)

For and on behalf of

COMPANY SEAL

ITW Automotive Products GmbH

ITW Automotive Products GmbH
Powertrain & Braking
Bahnhofstr. 50A, 29693 Hohenhagen
Tel.: 05164/989-0, Fax: 05164/989-19

[Signature]

Name: Jens Sturies ppa. Torsten Hauk
General Manager Business Unit Manager
Title: _____

Date: July 18, 2012

For and on behalf of

COMPANY SEAL

ILLINOIS TOOL WORKS INC.

[Signature]

Name: Mark W. Croll
Title: V.P. Intellectual Property
Date: Aug. 28, 2012

