

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3784162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEPHEN T. WEST	04/09/2013
AARON RUES	04/12/2013
RECEIVING PARTY DATA	
Name:	ALLISON TRANSMISSION, INC.
Street Address:	ONE ALLISON WAY
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46222
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14838393
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<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>	
Phone:	317-634-3456
Email:	docketDept@uspatent.com
Correspondent Name:	WOODARD EMHARDT MORIARTY MCNETT & HENRY
Address Line 1:	111 MONUMENT CIRCLE, SUITE 3700
Address Line 4:	INDIANAPOLIS, INDIANA 46204-5137
ATTORNEY DOCKET NUMBER:	9199-378
NAME OF SUBMITTER:	PATRICIA E. ALLGOOD
SIGNATURE:	/Patricia E. Allgood/
DATE SIGNED:	03/15/2016
Total Attachments: 4	
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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 61/783,188 which was filed on March 14, 2013, with the title of SYSTEM AND METHOD FOR ENGINE DRIVELINE DISCONNECT DURING REGENERATION IN HYBRID VEHICLES.
- 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)

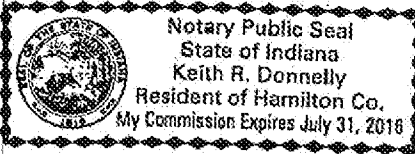
Stephen T. West
11705 North Shelby 700 West
New Palestine, IN 46163
United States

Stephen T. West
Assignor Signature

4-9-2013
Assignor Date

Notarial Stamp/Seal

SUBSCRIBED and SWORN to before me by Stephen T. West



this 9 day of APRIL, 2013, in the county of MARION
in the State of INDIANA

Keith R. Donnelly
Notary Public (Signature)

KEITH R. DONNELLY
(Printed Name)

Resident of HAMILTON County My Commission Expires 7/31/16

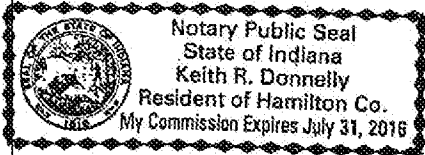
Aaron Rues
7932 Meadowbrook Drive
Indianapolis, IN 46240
United States

Aaron Rues
Assignor Signature

4-12-2013
Assignor Date

Notarial Stamp/Seal

SUBSCRIBED and SWORN to before me by Aaron Rues



this 12 day of APRIL, 2013, in the county of MARION
in the State of INDIANA

Keith R. Donnelly
Notary Public (Signature)

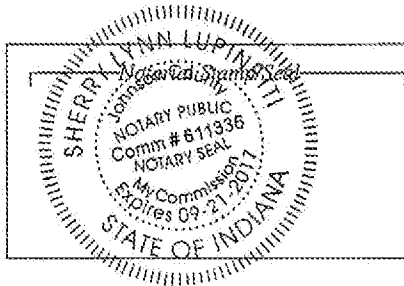
KEITH R. DONNELLY
(Printed Name)

Resident of HAMILTON County My Commission Expires 7/31/16

Assignee:

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

KR Donnelly
Assignee Signature
Printed Name: KEITH R. DONNELLY
Title: IP CORPORATE COUNSEL
Company: Allison Transmission, Inc.
Date: 7th day of OCTOBER, 2013

	SUBSCRIBED and SWORN to before me by <u>Keith Donnelly</u>
	this <u>7th</u> day of <u>October</u> , 2013, in the county of <u>Marion</u>
	in the State of <u>Indiana</u>
	<u>Sherry Lynn Lupinetti</u> (Signature) Notary Public (Signature) <u>Sherry Lynn Lupinetti</u> (Printed Name) Resident of <u>Johnson</u> County My Commission Expires <u>09-21-2017</u>