504010673 09/19/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
DAVID B. ROTH			09/19/2016	
OLAF E. WEBER			09/18/2016	
RECEIVING PARTY DA	TA			
Name:	BORGWA	BORGWARNER INC.		
Street Address:	3850 HAN	3850 HAMLIN ROAD		
City:	AUBURN	AUBURN HILLS		
State/Country:	MICHIGAI	N		
Postal Code:	48326			
Application Number:		920016		
CORRESPONDENCE D Fax Number:				
Fax Number: <i>Correspondence will be</i> <i>using a fax number, if</i>	e sent to th provided; i	ne e-mail address first; if that is un f that is unsuccessful, it will be sei 8-641-1600		
Fax Number: Correspondence will be	e sent to th provided; it 24			
Fax Number: <i>Correspondence will be using a fax number, if µ</i> Phone:	e sent to th b rovided; i i 24 Ine	f that is unsuccessful, it will be se i 8-641-1600	nt via US Mail.	
Fax Number: <i>Correspondence will be using a fax number, if p</i> Phone: Email: Correspondent Name: Address Line 1:	e sent to th provided; in 24 Ine HA P.0	f that is unsuccessful, it will be sei 8-641-1600 vilson@hdp.com \RNESS, DICKEY & PIERCE, P.L.C. D. BOX 828	nt via US Mail.	
Fax Number: <i>Correspondence will be using a fax number, if p</i> Phone: Email: Correspondent Name:	e sent to th provided; in 24 Ine HA P.0	f that is unsuccessful, it will be sei 8-641-1600 vilson@hdp.com vRNESS, DICKEY & PIERCE, P.L.C.	nt via US Mail.	
Fax Number: <i>Correspondence will be using a fax number, if p</i> Phone: Email: Correspondent Name: Address Line 1: Address Line 4:	e sent to th provided; in 24 Ine HA P.C BL	f that is unsuccessful, it will be sei 8-641-1600 vilson@hdp.com \RNESS, DICKEY & PIERCE, P.L.C. D. BOX 828	nt via US Mail.	
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WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

VISCOUS COOLANT HEATER WITH VARIABLE COOLANT PUMP DRIVE

for which Assignor has made a United States application for patent that was filed on June 17, 2013, and assigned Serial No. <u>13/920016</u>; and

WHEREAS, BorgWarner Inc., hereinafter referred to as Assignee, is desirous of acquiring all right, title, and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment. Assignor further covenants not to challenge, or assist or participate in any third party challenge to, the assigned inventions, or any patent application or patent thereon, whether by litigation, post grant review, inter partes review, covered business method review, reexamination, or otherwise.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

The undersigned hereby grant(s) the law firm of Hamess, Dickey & Pierce, P.L.C. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

SA MAR

David B. Roth

19,2016 Sept.

Dated

Olaf E. Weber

Witness

Dated

Witness

20965620.1

PATENT REEL: 039778 FRAME: 0717

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WHEREAS, the undersigned, hereinafter referred to collectively as Assignor, has invented:

VISCOUS COOLANT HEATER WITH VARIABLE COOLANT PUMP DRIVE

for which Assignor has made a United States application for patent that was filed on June 17, 2013, and assigned Serial No. 13/920016; and

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Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

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Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment. Assignor further covenants not to challenge, or assist or participate in any third party challenge to, the assigned inventions, or any patent application or patent thereon, whether by litigation, post grant review, inter partes review, covered business method review, reexamination, or otherwise.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

The undersigned hereby grant(s) the law firm of Harness, Dickey & Pierce, P.L.C. the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

David B. Roth	Witness	
Dated M. I.	Witness	· · · · · · · · · · · · · · · · · · · ·
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