#### 504359818 05/10/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DR JOERG MUELLER	07/28/2015
RICO RESCH	07/28/2015
DR MIRKO LEESCH	07/28/2015

### **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:	15591303

### CORRESPONDENCE DATA

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TAFT STETTINIUS & HOLLISTER LLP **Correspondent Name:** Address Line 1: ONE INDIANA SQUARE, SUITE 3500

Address Line 4: INDIANAPOLIS, UNITED STATES 46204-2023

ATTORNEY DOCKET NUMBER:	ALL33-40164
NAME OF SUBMITTER:	PATRICE DAY
SIGNATURE:	/Patrice Day/
DATE SIGNED:	05/10/2017

## **Total Attachments: 5**

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Assignment Attorney Docket No. ALL33-40022 ATP-1058-USP Page 1 of 5

#### **DECLARATION AND ASSIGNMENT**

- 1. Declaration As the below named declarant-inventor(s)("declarant" or "inventor"), each declarant-inventor who signs below hereby declares that: (1) the application identified below was made or was authorized to be made by each declarant, (2) the declarant believes himself or herself to be the original inventor or an original joint inventor of a claimed invention in the application, (3) the declarant hereby acknowledges that any willful false statement made in this declaration of inventorship or document is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both, (4) the declarant states that he or she has reviewed and understand the contents of the above identified application, including the claims, and (5) the declarant acknowledges that he or she is aware of the duty to disclose information (e.g., any prior art or publication) which is material to patentability as defined in 37 CFR § 1.56.
- 2. Assignment Subject to an obligation to assign the invention to:

  □ Allison Transmission, Inc. ("Assignee "), a Delaware corporation,

the below named declarant-inventor(s) own(s) the entire right title and interest to the invention ("the Invention") which is the subject of a United States patent application ("the Application") entitled:

MULTI-SPEED TRANSMISSION App. No.: <u>TBD</u> Filed: <u>TBD</u>

which each declarant-inventor has executed on the date indicated below next to each inventor's name.

Pursuant to an agreement between each declarant-inventor and Assigned or other legal obligation supported by good and valuable consideration, the receipt of which is acknowledged by each inventor, each declarant-inventor (individually and collectively "Assignor"), agrees to assign, and hereby assigns to Assignee all title, right and interest in the Invention and Application, including the assigned rights as more fully set forth herein. If any inventor has previously assigned the same invention or same Application to Assignee, instead of merely assigning all title, rights, and interest to Assignee; the Assignor acknowledges that all title, right and interest in the Invention and Application was previously assigned to Assignee and hereby assigns, without any reservation, any remaining rights in or to the Invention and Application that the Assignor may hold for whatever reason.

The assigned rights include, but are not limited to, all worldwide rights to file any United States patent applications, international patent applications, and any foreign patent applications, utility patent applications, design patent applications, copyrights, plant patent applications, utility model applications, or similar industrial property rights for the Invention described in the name of each inventor or in the name of the Assignee, as well as any right of priority to any patent or application of the United States or any other country or jurisdiction based on the Invention. The assigned rights include the right for the Assignee, or its legal representatives, to file any continuing, continuation, continuation-in-part, divisional, reissue, extension, or reexaminations of the Application or Invention, or any U.S., international, or foreign applications that claim priority based on the Application. These assigned rights are to be held and enjoyed by the Assignee, its successors or assigns, as fully and entirely as the same would have been held and enjoyed by each inventor had this assignment not been made.

The Invention and Application shall be deemed the sole and exclusive property of Assignee and each inventor agrees to execute any and all documents which Assignee, its successors or assigns, deem necessary to transfer, acknowledge, or assign such rights in or to the Invention and Application to Assignee, its successors, or assigns. Each inventor agrees to execute all documents which Assignee, its successors or assigns deem expedient in connection with the Application and any continuing, continuation, continuation-in-part, divisional, reissue, reexamination or other domestic, international or foreign applications on a worldwide basis concerning the invention or that claim priority based on the

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Assignment Attorney Docket No. ALL33-40022 ATP-1058-USP Page 2 of 5

Application or Invention; and any renewal, revival or substitute of any of the foregoing applications, any derivation proceedings relating to any of the foregoing applications; and, as to patents granted on the any of the foregoing applications, any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof. Each inventor agrees to cooperate with Assignee, its successors or assigns in every proper way possible to obtain, defend and assert one or more patent(s) based on: the Application and any continuing, continuation, continuation-inpart, divisional, reissue, reexamination or other domestic, international, or foreign applications concerning the Invention; any renewal, revival, or substitute of any domestic or foreign applications, any derivation proceedings relating to any of the foregoing applications; and, as to patents granted on the foregoing applications, any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof. During or after any employment by Assignee, each inventor agrees, at no cost to Assignee, to execute any and all documents which Assignee, its successors, or assigns, deem necessary to obtain, maintain and/or enforce its rights in such Invention or Application including, but not limited to, any related patent applications which Assignee elects to file in all countries in the world and to fully cooperate with Assignee in the obtaining, maintaining and enforcement of any intellectual property protection sought or obtained for such Inventions including providing any testimony required to obtain, maintain and/or enforce such rights. Each inventor hereby authorizes any patent office in the world to issue any letters patent based on the assigned rights to the Assignee, Each inventor hereby covenants that he or she has not made and will not make any assignment, sale, license, agreement or encumbrance which would conflict with this Declaration and Assignment. Each inventor grants the legal representative of Assignee, its successors and assigns, the power to insert on this Declaration and 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.

Each declarant-inventor declares and agrees to all provisions of this Declaration and Assignment by signing below:

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Assignment Attorney Docket No. ALL33-40022 ATP-1058-USP Page 3 of 5

∂/-Ing. Joerg Mueller	Date Mgned	018 <sub>at</sub> <u>Chevo.</u> City	State
The signing of the Declaration and Assignmen	t by the above declara	ant-Inventor is not	arized as set forth
pelow;			
The signing of the Declaration and Assignmen as set forth below:	by the above declars	ant-inventor is With \	nessed or notarized
is seriorii delow;	( SAT	<b>\</b>	
Henry Steuker	I fon Wet	78	7105. YWF.
Non-inventor witness printed name	Witness agnature		Date
·	1/25	5.39	2 1 2
Jan Wanzek	<u> </u>	48	ifuly 201
Non-inventor witness printed name	Witness signature		Date `
State of) County of)			
Sworn to before me this day of, 2015.			
	Notary Public		

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SEAL

		Attorney Dool	Assignment ket No. ALL33-40022 ATP-1058-USP Page 4 of 5
	28 July 2015	et Checui	иi (F., State
Rico Resch	Date sighed	City	State
The signing of the Declaration and Assign below:	ment by the above declara	nt-inventor is no	tarized as set forth
The signing of the Declaration and Assign as set forth below:	ment by the above declarar	nt-inventor is wit	nessed or notarized
HEHRY STEWER	May take	78	7447 7015
Non-inventor witness printed name	Witness signature		Date
Jan Warzek	400	2	8 July 2011
Non-inventor witness printed name	(Witness signature		Date
State of) County of)			
Sworn to before me this day of, 2015.			
	Notary Public		

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SEAL

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OrIng. Mirko Leesen	28 July2005 a Date signed C	t ( ได้ในนา I ได้ . ilty State
The signing of the Declaration and Assignment below:	nent by the above declarant-in	ventor is noterized as set forth
The signing of the Declaration and Assignmas set forth below:	nent by the above declarant-im	ventor is witnessed or notarized
Henry Genres	Jan Jut	78 Just 2015
Non-inventor witness printed name	Witness eignature	Date
Jan Wanzek	<u> (                                   </u>	28 Paly 2019
Non-Inventor witness printed name	Witness signature	Date
State of) County of)		
Sworn to before me this day of, 2015.		
	Notary Public	
SEAL		,

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PATENT REEL: 042321 FRAME: 0624

**RECORDED: 05/10/2017** 

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