

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4987079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TOROTRAK (DEVELOPMENT) LIMITED	03/13/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALLISON TRANSMISSION, INC.
<b>Street Address:</b>	ONE ALLISON WAY
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46222
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14373963
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)713-3699
<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>	
<b>Phone:</b>	317-713-3500
<b>Email:</b>	Taft-IP-Docket@taftlaw.com
<b>Correspondent Name:</b>	TAFT STETTINIUS & HOLLISTER LLP
<b>Address Line 1:</b>	ONE INDIANA SQUARE, SUITE 3500
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204-2023
<b>ATTORNEY DOCKET NUMBER:</b>	ALL33-40292
<b>NAME OF SUBMITTER:</b>	PATRICE DAY
<b>SIGNATURE:</b>	/Patrice Day/
<b>DATE SIGNED:</b>	06/01/2018
<b>Total Attachments: 4</b>	
source=ASSIGNMENT_22859870_1#page1.tif	
source=ASSIGNMENT_22859870_1#page2.tif	
source=ASSIGNMENT_22859870_1#page3.tif	
source=ASSIGNMENT_22859870_1#page4.tif	

## ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent Rights is executed as of March 27, 2018 (the "Effective Date") by and between Torotrak (Development) Limited, a company organized under the laws of England and Wales with an address at 1 Aston Way, Leyland, Lancashire PR26 7UX, United Kingdom ("Assignor") and Allison Transmission, Inc., a Delaware corporation with an address at 1 Allison Way, Indianapolis, Indiana 46222 United States of America ("Assignee" and together with Assignor, the "Parties").

### RECITALS

WHEREAS, Assignor owns the issued patents and patent applications and corresponding inventions claimed in such patents and applications set forth in Exhibit A (collectively, together with any other U.S. patents and patent applications issuing therefrom or claiming any of the foregoing, the "Patent Rights");

WHEREAS, Assignor wishes to assign the Patent Rights to Assignee, which wishes to accept such assignment.

Now, therefore, the Parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest in and to the Patent Rights, and Assignee accepts such assignment. Such assignment includes without limitation all rights to sue or otherwise recover for past, present and future infringement of such rights, and to receive all damages, payments, costs, and fees associated with the enforcement of such rights, as well as all rights to license, assign, pledge, and/or otherwise exploit such Patent Rights.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Patent Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Patents.


3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to effect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including: (a) the preparation and prosecution of any applications or registrations assigned herein; and (b) the prosecution or defense of any interference, opposition, reexamination, reissue, review, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not

limited to, testifying as to any facts relating to the rights assigned herein. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

**[Signature page follows]**

IN WITNESS WHEREOF, the Parties have executed this Assignment of Patent Rights as of the Effective Date.

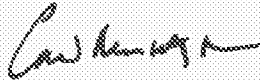
Torotrak (Development) Limited

By:   
Title: DANIEL SMITH, JUNIOR ADMINISTRATOR  
Date: 13 March 2018

I COLIN ROWE Notary Public  
CERTIFY that  
**DANIEL SMITH**  
signed this document in my presence

Signed and sealed at **MANCHESTER U.K.**  
on **13 March 2018**

NOTARY PUBLIC  
England & Wales



COLIN ROWE NOTARY PUBLIC  
Pail Mail Court, 61-67 King Street  
Manchester M2 4PD United Kingdom  
+44 (0) 777 444 0024



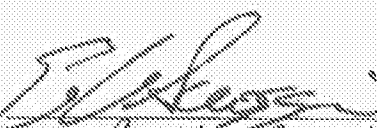
IN WITNESS WHEREOF, the Parties have executed this Assignment of Patent Rights as of the Effective Date.

Torotrak (Development) Limited

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Acknowledged and accepted by:

Allison Transmission, Inc.

By:   
Title: Vice President, General Counsel & Secretary  
Date: March 7, 2013