

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5736185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
DANIEL J. YOUNGS	11/29/2011
KURT BIEHL	11/29/2011
EDWARD BASS	11/29/2011
ERIC D. SCHNEIDER	11/29/2011
FELICE E. BAILEY	11/29/2011
STEVEN T. REYBURN	11/30/2011
DEAN M. FORD	11/30/2011
CLYDE H. JOHNSON	11/30/2011
SCOTT K. BENNETT	11/30/2011
BRIAN J. MASKEW	11/30/2011
LEONARD F. BAXTER II	11/30/2011
BRUCE E. MILLER	11/30/2011
RICHARD BLETSIS	11/30/2011
DEREK A. DELRYMPLE	11/30/2011
MARKUS NAEGELL	11/30/2011
JERRY WENDLING	11/30/2011
TIMOTHY A. GASAWAY	11/30/2011
RUSSELL B. HOPKINS	11/30/2011
BRIAN C. MORROW	11/30/2011

**RECEIVING PARTY DATA**

<b>Name:</b>	ALLISON TRANSMISSION, INC.
<b>Street Address:</b>	4700 WEST 10TH STREET
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46222

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	16548942

**CORRESPONDENCE DATA****Fax Number:** (317)637-7561*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.***Phone:** 3176343456**Email:** docketdept@uspatent.com**Correspondent Name:** JEREMY GUSTROWSKY**Address Line 1:** 111 MONUMENT CIRCLE SUITE 3700**Address Line 4:** INDIANAPOLIS, INDIANA 46204

<b>ATTORNEY DOCKET NUMBER:</b>	9199-839
<b>NAME OF SUBMITTER:</b>	GAIL MERCER, LEGAL ASSISTANT
<b>SIGNATURE:</b>	/GAIL MERCER/
<b>DATE SIGNED:</b>	09/25/2019

**Total Attachments: 7**

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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 PCT/US2011/063695, which was filed on December 7, 2011, with the title of ENERGY STORAGE SYSTEM FOR HYBRID ELECTRICAL VEHICLE.
- 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.

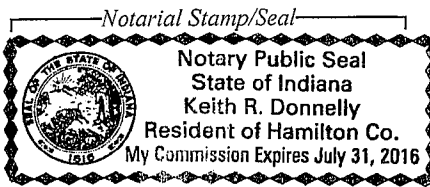
6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR(S) SIGNATURE(S)

Daniel J. Youngs  
9463 N. County Rd. 225 E.  
Pittsboro, IN 46167  
United States

*Daniel J. Youngs*  
Assignor Signature

29 November 2011  
Assignor Date

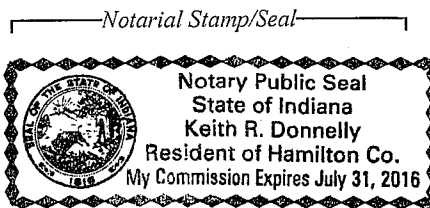


SUBSCRIBED and SWORN to before me by Daniel J. Youngs  
this 29 day of NOVEMBER, 2011, in the county of MARION  
in the State of INDIANA  
*Keith R. Donnelly*  
Notary Public (Signature)  
Keith R. Donnelly  
(Printed Name)  
Resident of HAMILTON County My Commission Expires 31 JUL 2016

Kurt Biehl  
5321 Longwoods Court 1200 S 500E  
Indianapolis, IN 46254 Lebanon, IN 46052  
United States

*Kurt Biehl*  
Assignor Signature

29 November 2011  
Assignor Date

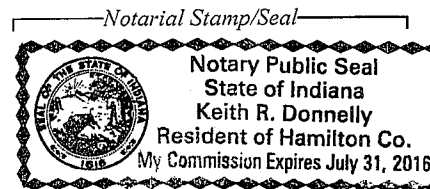


SUBSCRIBED and SWORN to before me by Kurt Biehl  
this 29 day of NOVEMBER, 2011, in the county of MARION  
in the State of INDIANA  
*Keith R. Donnelly*  
Notary Public (Signature)  
Keith R. Donnelly  
(Printed Name)  
Resident of HAMILTON County My Commission Expires 31 JUL 2016

Edward Bass  
952 Roundtable Court  
Indianapolis, IN 46260  
United States

*Edward Bass*  
Assignor Signature

29 November 2011  
Assignor Date

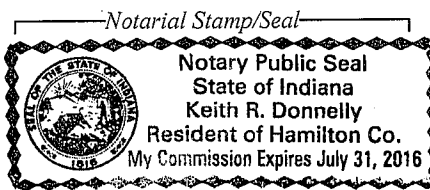


SUBSCRIBED and SWORN to before me by Edward Bass  
this 29 day of NOVEMBER, 2011, in the county of MARION  
in the State of INDIANA  
*Keith R. Donnelly*  
Notary Public (Signature)  
Keith R. Donnelly  
(Printed Name)  
Resident of HAMILTON County My Commission Expires 31 JUL 2016

Eric D. Schneider  
506 Stonehedge Drive  
Carmel, IN 46032  
United States

*Eric D. Schneider*  
Assignor Signature

29 November 2011  
Assignor Date

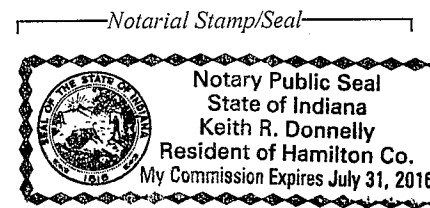


SUBSCRIBED and SWORN to before me by Eric D. Schneider  
this 29 day of NOVEMBER, 2011, in the county of MARION  
in the State of INDIANA  
*Keith R. Donnelly*  
Notary Public (Signature)  
Keith R. Donnelly  
(Printed Name)  
Resident of HAMILTON County My Commission Expires 31 JUL 2016

Felice E. Bailey  
6371 Harrison Ridge Blvd.  
Indianapolis, IN 46236  
United States

*Felice E. Bailey*  
Assignor Signature

29 NOVEMBER 2011  
Assignor Date



SUBSCRIBED and SWORN to before me by Felice E. Bailey  
this 29 day of NOVEMBER, 2011, 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 31 JUL 2016

ASSIGNOR(S) SIGNATURE(S)

Steven T. Reyburn  
13224 South 100 West  
Kokomo, IN 46901  
United States

Steven T. Reyburn  
Assignor Signature

11/30/2011  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Reyburn, Steven T.  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Dean M. Ford  
18935 Edwards Grove Drive  
Noblesville, IN 46062  
United States

Dean M. Ford  
Assignor Signature

11/30/2011  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Dean M. Ford  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Clyde H. Johnson  
28S 95E  
Greentown, IN 46936  
United States

Clyde H. Johnson  
Assignor Signature

11/30/2011  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Clyde H. Johnson  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Scott K. Bennett  
5576 W. County Rd. 00 N. S.  
Kokomo, IN 46901  
United States

Scott K. Bennett  
Assignor Signature

11/30/2011  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Scott K. Bennett  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Brian J. Maskew  
5358 Angel Way  
Kokomo, IN 46904  
United States

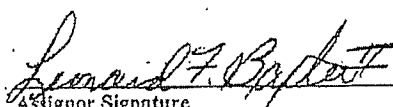
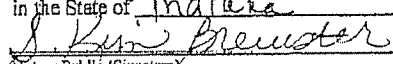
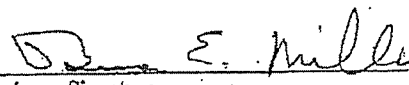
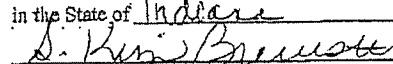
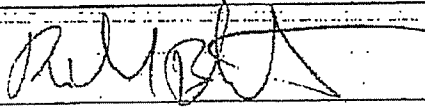
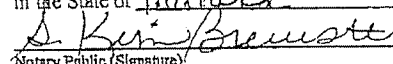
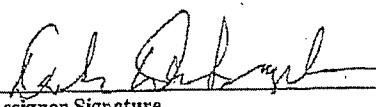
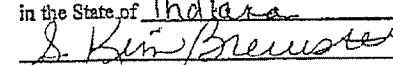

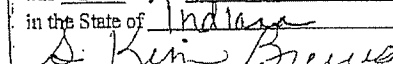
Brian J. Maskew  
Assignor Signature

11/30/11  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Brian J. Maskew  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

ASSIGNOR(S) SIGNATURE(S)	
Leonard F. Baxter II 11601 Crestview Blvd. Kokomo, IN 46901 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Assignor Signature         </div> <div style="width: 35%;">           11/30/2011            Assignor Date         </div> </div>
<div style="border: 1px solid black; padding: 2px;">             Notarial Stamp/Seal              S. KIM BREWSTER              NOTARY PUBLIC              SEAL              STATE OF INDIANA              MY COMMISSION EXPIRES August 30, 2015           </div>	SUBSCRIBED and SWORN to before me by Leonard F. Baxter II: this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Notary Public (Signature)         </div> <div style="width: 35%;">           S. Kim Brewster            (Printed Name)         </div> </div> Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u>
Bruce E. Miller 1916 S 400 E Kokomo, IN 46902 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Assignor Signature         </div> <div style="width: 35%;">           11/30/2011            Assignor Date         </div> </div>
<div style="border: 1px solid black; padding: 2px;">             Notarial Stamp/Seal              S. KIM BREWSTER              NOTARY PUBLIC              SEAL              STATE OF INDIANA              MY COMMISSION EXPIRES August 30, 2015           </div>	SUBSCRIBED and SWORN to before me by Bruce E. Miller: this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Notary Public (Signature)         </div> <div style="width: 35%;">           S. Kim Brewster            (Printed Name)         </div> </div> Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u>
Richard Blitsis 2122 Cameron Drive Kokomo, IN 46902 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Assignor Signature         </div> <div style="width: 35%;">           11/30/2011            Assignor Date         </div> </div>
<div style="border: 1px solid black; padding: 2px;">             Notarial Stamp/Seal              S. KIM BREWSTER              NOTARY PUBLIC              SEAL              STATE OF INDIANA              MY COMMISSION EXPIRES August 30, 2015           </div>	SUBSCRIBED and SWORN to before me by Richard Blitsis: this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Notary Public (Signature)         </div> <div style="width: 35%;">           S. Kim Brewster            (Printed Name)         </div> </div> Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u>
Derek A. Delrymple 2507 Acorn Drive Kokomo, IN 46902 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Assignor Signature         </div> <div style="width: 35%;">           11/30/11            Assignor Date         </div> </div>
<div style="border: 1px solid black; padding: 2px;">             Notarial Stamp/Seal              S. KIM BREWSTER              NOTARY PUBLIC              SEAL              STATE OF INDIANA              MY COMMISSION EXPIRES August 30, 2015           </div>	SUBSCRIBED and SWORN to before me by _____: this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Notary Public (Signature)         </div> <div style="width: 35%;">           S. Kim Brewster            (Printed Name)         </div> </div> Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u>
Markus Naegeli 7195-W-00 N.S. Kokomo, IN 46901 United States	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Assignor Signature         </div> <div style="width: 35%;">           30, Nov. 11            Assignor Date         </div> </div>
<div style="border: 1px solid black; padding: 2px;">             Notarial Stamp/Seal              S. KIM BREWSTER              NOTARY PUBLIC              SEAL              STATE OF INDIANA              MY COMMISSION EXPIRES August 30, 2015           </div>	SUBSCRIBED and SWORN to before me by Markus Naegeli: this <u>30</u> day of <u>November</u> , 20 <u>11</u> , in the county of <u>Howard</u> in the State of <u>Indiana</u> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             Notary Public (Signature)         </div> <div style="width: 35%;">           S. Kim Brewster            (Printed Name)         </div> </div> Resident of <u>Howard</u> County My Commission Expires <u>8/30/15</u>

Jerry Wendling  
1708 East 44<sup>th</sup> Street  
Anderson, IN 46013  
United States

*Jerry Wendling*  
Assignor Signature

11/30/11  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Jerry Wendling  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Timothy A. Gasaway  
2052 East Boulevard  
Kokomo, IN 46902  
United States

*Timothy A. Gasaway*  
Assignor Signature

11/30/11  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Timothy A. Gasaway  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Russell B. Hopkins  
3914 Deanna Drive  
Kokomo, IN 46902  
United States

*Russell B. Hopkins*  
Assignor Signature

11/30/11  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Russell B. Hopkins  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)

Brian C. Morrow  
6591 N. 500 W.  
Sharpville, IN 46068  
United States

*Brian C. Morrow*  
Assignor Signature

11/30/2011  
Assignor Date

Notarial Stamp/Seal  
S. KIM BREWSTER  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
MY COMMISSION EXPIRES August 30, 2015

SUBSCRIBED and SWORN to before me by Brian C. Morrow  
this 30 day of November, 2011, in the county of Howard  
in the State of Indiana  
S. Kim Brewster  
Notary Public (Signature)  
Resident of Howard County My Commission Expires 8/30/15

S. Kim Brewster  
(Printed Name)



Assignee:

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

  
\_\_\_\_\_  
Assignee Signature

Printed Name: KEITH R. DONNELLY

Title: IP CORPORATE COUNSEL

Company: Allison Transmission, Inc.

Date: 29 day of NOVEMBER, 2011