

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5958666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AARON C. BRADFORD	02/03/2020
ROBERT L. KOELZER	02/03/2020
RECEIVING PARTY DATA	
Name:	HALDEX BRAKE PRODUCTS CORPORATION
Street Address:	10930 NORTH POMONA AVENUE
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64153-1297
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16779909
CORRESPONDENCE DATA	
Fax Number:	(816)691-3495
<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:	816 691-3225
Email:	lora.gurley@stinson.com
Correspondent Name:	PATENT GROUP, STINSON LLP
Address Line 1:	1201 WALNUT STREET, SUITE 2900
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150
ATTORNEY DOCKET NUMBER:	0766827.0260
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	02/12/2020
Total Attachments: 6	
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between **AARON C. BRADFORD**, an individual having an address of 16100 W. 139th Street, Olathe, Kansas 66062 and **ROBERT L. KOELZER**, an individual having an address of 16140 S. Matt Court, Olathe, Kansas 66062 (collectively, the "Assignors") and **HALDEX BRAKE PRODUCTS CORPORATION**, a Delaware corporation having a principal place of business at 10930 North Pomona Avenue, Kansas City, Missouri 64153-1297 (the "Assignee").

Assignors are the inventors named on United States Non-Provisional Patent Application Serial No. 16/779,909 filed on February 3, 2020 and titled **SYSTEMS AND METHODS FOR SENSING A BRAKE COMPONENT WITH AN ACOUSTIC SENSOR** (the "Patent Application"). Assignors are willing to assign all of their rights in the Patent Application (and other rights as more fully set forth below) to Assignee.

Accordingly, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Insertion of Filing Information**

Assignors authorize Assignee or its legal representative to insert into this Agreement the application serial number and filing date of the Patent Application when known.

2. **Assignment**

Assignors hereby assign, transfer, and convey to Assignee, the Assignors' entire right, title and interest in and to:

- (a) the invention disclosed or claimed, in whole or in part, in the Patent Application (the "Invention");
- (b) all patents and patent applications that have been or may later be filed that are based on the Invention in any country, including the Patent Application and any provisional, non-provisional, divisional, continuation, continuation-in-part, extension, renewal, re-examination, reissue, substitute, supplementary protection certificate, utility model, or similar legal protection based on the Invention (collectively, the "Patents");
- (c) the right to claim priority to any of the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or laws of the country in which the Patents are filed, as may be applicable; and
- (d) all rights of action, powers, and benefits arising from ownership of the Patents, including the right to sue for past, present, and future infringement of the Patents, the right to collect royalties, fees, damages, and payments now or later due or payable with respect to the Patents, the right to seek injunctive relief based on the

Patents, and the right to pursue all causes of action and all enforcement rights relating to the Patents, whether known or unknown, currently pending or otherwise.

The rights assigned in (a)-(d) above are referred to collectively in this Agreement as the "Assigned Rights." The assignment of the Assigned Rights is effective as of the earliest claimed priority date of any patent or patent application included in the Patents.

Assignors hereby authorize and request the Director of the United States Patent and Trademark Office, and any corresponding entity, agency, or official of any other country whose duty it is to issue patents or similar legal protection, to issue the Patents to Assignee such that the Patents will be held by Assignee for its own use and benefit, for the full term for which the Patents are or may be granted.

3. Further Assurances

Upon the reasonable request of Assignee, Assignors will execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement. Without limiting the generality of the foregoing, Assignors will execute any and all assignments and other documents that may be needed to record, vest, or perfect Assignee's right, title, and interest in and to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. Assignors will also execute any and all declarations, oaths, specifications and other documents requested by Assignee in connection with prosecution of the Patents. Assignors will cooperate with and assist Assignee with respect to the prosecution of the Patents, including communication to Assignee of any facts known to Assignors relating to the Invention or any prior art that may be material to patentability of the Invention. If any of the Patents become involved in an interference, derivation proceeding, re-examination, reissue, opposition, supplemental examination, *inter partes* review, post grant review, validity, or infringement proceeding, Assignors will cooperate with and assist Assignee in relation to the proceeding for the benefit of Assignee at Assignee's expense.

4. Representations, Warranties and Covenants

Assignors hereby represent, warrant and covenant to Assignee that:

- (a) Assignors have the full right and power to enter into and perform their obligations under this Agreement without being in breach of any obligations owed by Assignors to any third party;
- (b) The Assigned Rights are free and clear of any agreement, lien, charge, encumbrance, or other claim or right, either written, oral, or implied, that could reasonably impair, interfere or conflict with the rights assigned to Assignee in this Agreement; and
- (c) Assignors have not assigned, transferred, or otherwise conveyed and will not assign, transfer, or otherwise convey to any third party any right or license under or with respect to the Assigned Rights.

5. Non-Disclosure Obligations

Assignors agree they will not disclose information relating to or disclosed in the Patent Application, in whole or in part, to any third party without the prior written consent of Assignee. This obligation will continue until publication of the Patent Application or any of the Patents.

6. Binding Agreement

The provisions of this Agreement are binding upon, and will inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same document.

[signature pages follow]

AARON C. BRADFORD

By: Aaron C. Bradford

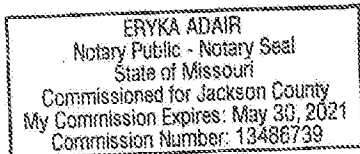
Date: 7-Feb-2020

ACKNOWLEDGMENT

STATE OF ^{elle} Jack Missouri)
) SS
COUNTY OF Jackson)

On this 04 day of February, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared **AARON C. BRADFORD**, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

(SEAL)



Eryka Adair
Notary Public

My Commission Expires:

May 30, 2021

ROBERT L. KOELZER

By: *Robert L. Koelzer*

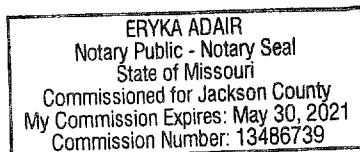
Date: 3 FEB 2020

ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF Jackson)

On this 04 day of February, ²⁰²⁰~~2019~~, before me, a Notary Public in and for the State and County aforesaid, personally appeared **ROBERT L. KOELZER**, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

(SEAL)



Eryka Adair
Notary Public

My Commission Expires:

May 30, 2021

HALDEX BRAKE PRODUCTS CORPORATION

By: 
Printed Name: Randall Petresh

Title: Vice President - Technical Services & Customer Support

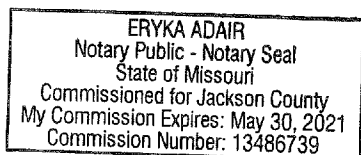
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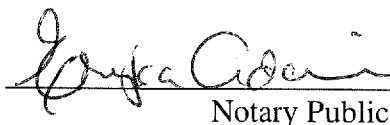
ACKNOWLEDGMENT

STATE OF Missouri)
) SS
COUNTY OF Jackson)

On this 04 day of February, ²⁰²⁰2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared **RANDALL PETRESH**, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

(SEAL)




Notary Public

My Commission Expires:

May 30, 2021