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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6479041

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYA	NCE:	ASSIGNMENT	
CONVEYING PARTY D	ΑΤΑ		
		Name	Execution Date
ROBERT L. KOELZER			05/20/2016
ALBERT D. FISHER			05/20/2016
AARON C. BRADFORD			06/01/2016
DAVID C. RHOADS			05/27/2016
MICHAEL R. JENKINS			05/20/2016
RECEIVING PARTY DA	TA		
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	
Property Type			
Application Number:		17141252	
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	ΑΤΑ	(816)691-3495	
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Total Attachments: 9

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into by and between **ROBERT L. KOELZER**, an individual having an address of 16140 S. Matt Court, Olathe, Kansas 66062, **ALBERT D. FISHER**, an individual having an address of 9616 N. Campbell Drive, Kansas City, Missouri 64155, **AARON C. BRADFORD**, an individual having an address of 16100 W. 139th Street, Olathe, Kansas 66062, **DAVID C. RHOADS**, an individual having an address of 12200 North Atkins Avenue, Kansas City, Missouri 64163, and **MICHAEL R. JENKINS**, an individual having an address of 8204 NW 76th Terrace, Kansas City, Missouri 64152 (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 PCT Patent Application Serial No. PCT/US2016/033475 filed on May 20, 2016 and titled SPRING BRAKE ACTUATOR WITH DIAPHRAGM RETAINER (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. <u>Insertion of Filing Information</u>

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. <u>Assignment</u>

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,

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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. <u>Further Assurances</u>

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 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. <u>Representations, Warranties and Covenants</u>

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. <u>Non-Disclosure Obligations</u>

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. <u>Binding Agreement</u>

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. <u>Counterparts</u>

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]

ROBERT L. KOELZER By: Date: 11/14 20,20)

ACKNOWLEDGMENT

STATE OF <u>Missouri</u>) SS COUNTY OF <u>Sackson</u>)

On this 20 day of <u>Uau</u>, 2016, 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 dead.

Notary Public ERYKA ADAIR Notary Public - Notary Seal State of Missouri (SEAL) Commissioned for Jackson County My Commission Expires: May 28, 2017 Commission Nomber: 13486739 My Commission Expires: (SEAL) 28,201

ALBERT D. FISHER By: <u>Albert D. Erher</u> Date: 2 - May-2016

ACKNOWLEDGMENT

STATE OF <u>Missouri</u>)SS COUNTY OF <u>Jackson</u>)

On this 20 day of <u>Mau</u>, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared **ALBERT D. FISHER**, 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 - Notary Seal State of Missouri **Commissioned for Jackson County** My Commission Expires: May 28, 2017 Commission Number: 13486739

Lange Ulan Notary Public

My Commission Expires:

May 28, 2014

AARON C. BRADFORD C. Einffal Bv: (Date: <u>26/01/2016</u>

ACKNOWLEDGMENT

STATE OF Missoury)) SS COUNTY OF Jacks 0 n)

On this <u>l</u> day of <u>lune</u>, 2016, 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.

ERYKA ADAIR Notary Public - Notary Seal State of Missouri Commissioned for Jackson County (SEAL) My Commission Expires: May 28, 2017 Commission Number: 13466739 My Commission Expires:

28

Notary Public

DAVID C. RHOADS U By: COarrel/ Date: 27 MA- y 20/4

ACKNOWLEDGMENT

STATE OF MISSOURI) COUNTY OF PLATTE)SS

On this _____ day of _____, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared DAVID C. RHOADS, 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.

Notary Public

(SEAL)

My Commission Expires:

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7

MICHAEL R. JENKINS By: '<u>8 - 2017</u> Date: _

ACKNOWLEDGMENT

STATE OF <u>Missouri</u>) SS COUNTY OF <u>Jackson</u>)

On this <u>Do</u> day of <u>No.4</u>, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared MICHAEL R. JENKINS, 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.

ERYKA ADAIR Notary Public Notary Seal State of Minimum Commissioned to County My Commission April 13486739 iay 28, 2017 (SEA

Eryta adam Notary Public

My Commission Expires:

May 28, 2017

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HALDEX BRAKE PRODUCTS CORPORATION

Printed Name: Randall Petresh

Title: Vice President Technical Services

Date: 5-24-16

ACKNOWLEDGMENT

STATE OF <u>Missouri</u>) SS COUNTY OF <u>Jackson</u>)

On this 24 day of <u>Nau</u>, 2016, 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)

ERYKA ADAIR Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expres. May 28, 2017 Commission Number: 13486739

Englan Od Notary

My Commission Expires:

Nay 28, 2017

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