

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI20855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Yufei Zhu	01/30/2024
Paul A. Gilmore	02/05/2024
Taewoo Nam	02/05/2024
Rikin Gupta	02/05/2024
Xintong Deng	01/31/2024
RECEIVING PARTY DATA	
Company Name:	Toyota Motor Engineering & Manufacturing North America, Inc.
Street Address:	6565 Headquarters Drive W1-3C
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Company Name:	Toyota Jidosha Kabushiki Kaisha
Street Address:	1, Toyota-cho
City:	Toyota-shi
State/Country:	JAPAN
Postal Code:	471-8571
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18433896
CORRESPONDENCE DATA	
Fax Number:	2488645960
<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:	2488645959
Email:	record@darrowsmustafa.com
Correspondent Name:	Christopher G. Darrow
Address Line 1:	41860 Six Mile Road
Address Line 4:	Northville, MICHIGAN 48168
ATTORNEY DOCKET NUMBER:	TEMA-3560-B

NAME OF SUBMITTER:	Grace Thomas
SIGNATURE:	Grace Thomas
DATE SIGNED:	02/13/2024
Total Attachments: 6 source=TEMA3560B_ExecutedAssign_TEMA#page1.tif source=TEMA3560B_ExecutedAssign_TEMA#page2.tif source=TEMA3560B_ExecutedAssign_TEMA#page3.tif source=TEMA3560B_ExecutedAssign_TEMA#page4.tif source=TEMA3560B_ExecutedAssign_TEMA#page5.tif source=TEMA3560B_ExecutedAssign_TEMA#page6.tif	

ASSIGNMENT AND AGREEMENT

WHEREAS, **Yufei Zhu** of Ypsilanti, MI, **Paul A. Gilmore** of Ann Arbor, MI, **Taewoo Nam** of Ann Arbor, MI, and **Rikin Gupta** of Manassas, VA, and **Xintong Deng** of Belleville, MI (hereinafter together referred to as "ASSIGNOR") have invented a certain invention entitled **CONTRACTING MEMBER-BASED ACTUATOR WITH CLUTCH** as set forth in this United States Patent Application,

☐ executed concurrently herewith
☐ executed on _____
☒ Serial No. 18/433,896 Filed 01/06/2024

WHEREAS, **Toyota Motor Engineering & Manufacturing North America, Inc.**, a corporation organized under the laws of the State of Kentucky having its principal place of business at 6565 Headquarters Drive W1-3C, Plano, Texas 75024, and whereas, **Toyota Jidosha Kabushiki Kaisha**, a corporation organized under the laws of Japan, having its principal place of business at 1, Toyota-cho, Toyota-shi, Aichi-ken, 471-8571 Japan, ("ASSIGNEES"), desire to acquire the entire right, title, and interest in the aforesaid invention owned by Assignor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers unto ASSIGNEES, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEES, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEES as assignee of the entire interest, for the sole use and benefit of ASSIGNEES, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEES, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEES; (b) to testify in person or by affidavit as required by ASSIGNEES, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEES, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and

(d) to provide all reasonable assistance to ASSIGNEES, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to DARROW MUSTAFA PC the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of DARROW MUSTAFA PC do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of Toyota Motor Engineering & Manufacturing North America, Inc.; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME(S) AND SIGNATURE OF ASSIGNOR		
Name: Yufei Zhu	Signature: <i>Yufei Zhu</i>	Date: 1/30/2024
Name: Paul A. Gilmore	Signature:	Date:
Name: Taewoo Nam	Signature:	Date:
Name: Rikin Gupta	Signature:	Date:
Name: Xintong Deng	Signature:	Date:

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NAME(S) AND SIGNATURE OF ASSIGNOR		
Name: Yufei Zhu	Signature:	Date:
Name: Paul A. Gilmore	Signature: <i>Paul Gilmore</i>	Date: 2/5/2024
Name: Taewoo Nam	Signature:	Date:
Name: Rikin Gupta	Signature:	Date:
Name: Xintong Deng	Signature:	Date:

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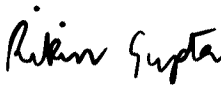
NAME(S) AND SIGNATURE OF ASSIGNOR		
Name: Yufei Zhu	Signature:	Date:
Name: Paul A. Gilmore	Signature:	Date:
Name: Taewoo Nam	Signature: <i>Taewoo Nam</i>	Date: 2/5/2024
Name: Rikin Gupta	Signature:	Date:
Name: Xintong Deng	Signature:	Date:

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Name: Taewoo Nam	Signature:	Date:
Name: Rikin Gupta	Signature: 	Date: 02/05/2024
Name: Xintong Deng	Signature:	Date:

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Name: Taewoo Nam	Signature:	Date:
Name: Rikin Gupta	Signature:	Date:
Name: Xintong Deng	Signature: <i>Xintong Deng</i>	Date: 2024-01-31