

07-07-2004

Form PTO-1595  
(Rev. 03/01)

RE

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102784606

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
ROSE-HULMAN VENTURES

7.2.04

2. Name and address of receiving party(ies)

Name: FULL VIEW MATIC

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Street Address: 4309 JEFFERS DRIVE

City: NEW ALBANY State: IN Zip: 47150

Execution Date: 02/23/04

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10/729,788

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: MICHAEL T. SANDERSON

Internal Address: 552-003

KING &amp; SCHICKLI, PLLC

Street Address: 247 NORTH BROADWAY

City: LEXINGTON State: KY Zip: 40507

6. Total number of applications and patents involved: ☐ 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

11-0978

DO NOT USE THIS SPACE

9. Signature.

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40.00 DA

MICHAEL T. SANDERSON 43,082

Name of Person Signing

Signature

6-30-04

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231OFFICE OF PUBLIC RECORDS  
2004 JUL -2 PM 4:08  
FINANCE SECTIONPATENT  
REEL: 015527 FRAME: 0221

**ASSIGNMENT AND LICENSE AGREEMENT**

**THIS AGREEMENT** entered into and effective as of the date of the last Party's signature (hereinafter referred to as "the Effective Date"), by and between the Parties Rose-Hulman Ventures, having a place of business at 100 S. Campus Drive, Terre Haute, Indiana, 47803 (hereinafter referred to as RHV), and Full-View-Matic, Inc., having a place of business at 4309 Jeffers Drive, New Albany, Indiana, 47150 (hereinafter referred to as FVM).

**WHEREAS**, RHV has acquired certain rights in United States Patent Application Serial No. 10/729,788, filed on December 5, 2003 in the name of inventors Hongwei Liu and Barry Davignon and entitled **VEHICLE SAFETY SYSTEM HAVING METHODS AND APPARATUS CONFIGURABLE FOR VARIOUS VEHICLE GEOMETRIES**, (hereinafter referred to as the '788 application);

**WHEREAS**, FVM is desirous of acquiring an assignment of RHV's rights in and to the invention set forth in the '788 application, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

**WHEREAS**, RHV is willing to grant said assignment upon receiving a license upon the terms and conditions hereinafter recited;

**WHEREAS**, FVM is willing to grant such a license and has filed the '788 application at their own expense;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1.     Definitions**

1.1 "Relevant Patents" means all domestic and foreign patents, issued or issuing on the invention set forth in the '788 application, and any domestic or foreign renewals, reissues, extensions, reexaminations, continuations, continuations-in-part, divisions, improvements or others arising from the '788 application.

1.2 "Licensed Products" shall mean those products which in the course or their manufacture, use, sale, offer for sale, or importation into the U.S. would, in absence of this Agreement, infringe one or more claims of the Relevant Patents.

**2.     Assignment of Rights in the Relevant Patents**

2.1 RHV does hereby sell, assign, transfer and set over unto FVM, its legal representatives, successors, and assigns, all of RHV's rights, in and to said invention as set forth in the Relevant Patents.

2.2 RHV hereby agrees with FVM that RHV will not execute any writing or do any act whatsoever conflicting with these presents, and that RHV will, at any time upon request, without further or additional consideration but at the expense of FVM, execute additional assignments and other writings necessary to perfect FVM's enjoyment of this grant.

2.3 RHV requests the Commissioner of Patents and Trademarks to issue any

Letters Patent of the United States which may be issued on the Relevant Patents to FVM.

3. **License Grant**

3.1 Upon the aforementioned Assignment of Rights in the Relevant Patents, FVM hereby grants to RHV a worldwide, fully paid up, revocable, non-exclusive and royalty free license under the Relevant Patents to make, use, sell, offer to sell, or import the Licensed Products into the United States, and to practice any process in the manufacture or use of the Licensed Products described in the Relevant Patents, during the life of this Agreement. RHV may not, however, sub-license, sell, lease or otherwise transfer the aforementioned License Grant or the rights therein to any competitors of FVM for products competing with products being sold or marketed by FVM, without the express written approval of FVM.

3.2 RHV agrees to continuously, conspicuously and consistently mark or have marked any and all Licensed Products made, used, sold, offered-for-sale or imported into the United States with the word "Patent," "Pat.," or "Patents" and the number or numbers of the Relevant Patent applicable thereto.

4. **Term and Termination**

4.1 The term of this Agreement shall extend from the Effective Date until the expiration date of the last to expire of any of the Relevant Patents.

4.2 If RHV commits a material breach of any of the provisions of this Agreement, FVM shall have the right to terminate the License Grant of paragraph 3.1 upon

thirty (30) days written notice to RHV. The failure of FVM to notify RHV of any material breach shall not constitute a condonation of such material breach.

5. **Indemnification and Warranty**

5.1 **Warranty**

The Parties represent and warrant they have the right and authority to enter into this Agreement and to grant any assignment or license herein.

5.2 **No Warranty**

Other than in section 5.1, RHV and FVM MAKE NO REPRESENTATIONS, EXTEND NO WARRANTIES, EITHER EXPRESS OR IMPLIED AND ASSUME NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO THE SCOPE OR VALIDITY OF ANY RELEVANT PATENTS OR THE LICENSED PRODUCTS BEING FREE FROM INFRINGEMENT OF OTHER PARTIES' INTELLECTUAL PROPERTY.

5.3 **No Indemnification**

Each party to this agreement hereby acknowledges and agrees that the other party has no duty or obligation pursuant to any legal theory, law or statute, to indemnify, hold free and harmless, defend, and/or pay for any liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fee) or other arising under claims that the manufacture, use, sale, offers-for-sale or importation of the Licensed Products infringes the intellectual property rights, including patent, trademark, copyright, trade secret, or other rights of a third party or that the Licensed Products injured or caused

damage to any properties or persons, fictitious or real, or caused death; in addition, A PARTY HERETO SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES; LOSS OF REVENUE OR PROFIT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF AWARE OF THE POSSIBILITY THEREOF. Prior to any commercialization of any Licensed Product or services related thereto by FVM or any of its successors or assigns, FVM shall confirm that such products or services provided to third parties or the public are safe and may be used and operated reliably and safely and fit for the purposes intended. FVM shall indemnify, defend and hold RHV and Rose-Hulman Institute of Technology (and their students, employees, faculty, trustees and representatives) harmless from any and all claims and liabilities of any and all kind to any and all persons resulting from commercialization and any use of the Licensed Products or services referred to in this Agreement, including but not limited to an indemnity for any product liability to the public or any customer of FVM."

6. **General**

6.1 Any notice required by this Agreement, shall be sent by registered or certified mail, to the party to be notified at the above mentioned address, or at such other address as either party may, from time to time, designate in writing.

6.2 The terms and provisions of this Agreement shall be interpreted and construed in accordance with the law of the State of Indiana.

6.3 If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall not be affected, and the Agreement shall be administered as though the invalid or unenforceable provision were not in the Agreement.

6.4 The parties have read this Agreement and agree to be bound by its terms, and further, this Agreement constitutes all of the understandings of the parties hereto. There are no prior or contemporaneous understandings between the parties with respect to the subject matter of this Agreement; and no rights are granted hereby to either party under any other patents or developments owned or controlled by the other party.

6.5 No amendment or modification to this Agreement shall be valid or binding unless executed in writing by a duly authorized representative of each party to the Agreement.

6.6 Nothing herein shall be construed as granting RHV, by implication, estoppel, or otherwise, any license or other right except for the patent license expressly granted in Section 3. Furthermore, nothing herein shall be construed as granting a Party to this agreement any right in any intellectual property, including patents, trademarks, trade secrets, or copyrights, owned or controlled by the other Party except as set forth expressly in this Agreement.

IN WITNESS WHEREOF, RHV and FVM have caused this Agreement to be executed as of the Effective Date given above. Written facsimile signatures on this Agreement shall be binding on all parties to this Agreement.

ROSE-HULMAN VENTURES

By: JAMES R. EIFERT

Title: PRESIDENT

Date: 2/04/04

Signature: James R. Eifert

Attest: Melinda Klaas

FULL VIEW-MATIC, INC.

By: CHARLES T. RANVALL JR

Title: PRESIDENT

Date: 2-23-04

Signature: Charles T. Ranvall Jr.

Attest: Jeanette Fuchs