

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2655098

| | |
|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SYSTEMS DRAG REDUCTION, S.L. | 08/06/2013 |
| RECEIVING PARTY DATA | |
| Name: | JOST-WERKE GMBH |
| Street Address: | SIEMENSSTRASSE 2 |
| City: | NEU-ISENBURG |
| State/Country: | GERMANY |
| Postal Code: | 63263 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 7712821 |
| CORRESPONDENCE DATA | |
| Fax Number: | (202)721-8250 |
| Phone: | 202-721-8200 |
| Email: | wlp@wenderoth.com |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | |
| Correspondent Name: | WENDEROTH, LIND & PONACK, L.L.P. |
| Address Line 1: | 1030 15TH STREET, N.W. |
| Address Line 2: | SUITE 400 EAST |
| Address Line 4: | WASHINGTON, DISTRICT OF COLUMBIA 20005 |
| ATTORNEY DOCKET NUMBER: | 2007-1417A |
| NAME OF SUBMITTER: | ANN DENHOFF |
| Signature: | /Ann Denhoff/ |
| Date: | 12/19/2013 |

OP \$40.00 7712821

Total Attachments: 5

source=Assignment 2#page1.tif

source=Assignment 2#page2.tif

source=Assignment 2#page3.tif

source=Assignment 2#page4.tif

source=Assignment 2#page5.tif

Contract for the Transfer of Intellectual Property Rights

between

Jost-Werke GmbH

Siemensstr. 2,

D-63263 Neu-Isenburg - Germany

legally represented by its executive managers, Mr. Lars Brorsen, Mr. Alexander Kleinke, and
Dr. Ralf Eichler,

in the following - "Purchaser" -

and

SDR - Systems Drag Reduction, S. L.

Parque Tecnológico de Valencia

Charles Robert Darwin, 20

E-46980 Paterna (Valencia) - Spain

legally represented by its managing director, Mr. Luis Miguel del Hoyo Martinez,

in the following - "IP Owner" -



Preamble:

The IP Owner currently owns IP rights related to technology allegedly apt to reduce drag forces acting on trucks and trailers caused by aerodynamic effects. These IP rights were originally filed by Mr. Joaquin Moscoso Gomez and then transferred to the IP Owner, and in parts to the Spanish company Inversiones Montelimar, S. L. The IP Owner further owns and operates production facilities equipped to produce parts and components exploiting the above technology and falling

13 cu

within the scope of protection of the IP rights. Inversiones Montelimar, S. L. has indicated their readiness to sell back their IP rights originally owned by Mr. Moscoso Gomez to the IP Owner.

The Purchaser is a German company dedicated to developing, producing and marketing technical components for vehicles, in particular for trucks and trailers. The Purchaser wishes to acquire all rights to the drag reducing technology developed by Mr. Moscoso Gomez and the IP Owner, in order to be fully free to use this technology and to be in the position to prevent others from using this technology in the future. The Purchaser intends to allow the use of the purchased technology to its affiliated companies. These are at least all companies owned partly or fully by the Purchaser.

The IP Owner is willing to sell the relevant IP rights currently in its possession to the Purchaser. The IP Owner is further willing to acquire those relevant IP rights currently owned by Inversiones Montelimar, S. L. from that company and to sell those rights to the Purchaser as well. The Purchaser is willing to assist the IP Owner in this acquisition.

Based on the above motivation, the IP Owner and the Purchaser agree upon the following:

§ 1 – Proof of Ownership

(1) The IP Owner assures that it owns all rights to each member of the patent family of PCT application PCT/ES/2006/000098, filed on March 01, 2006 and published as WO 2006/092459 A, including its Spanish priority patent application P200500465, filed on March 01, 2005 (in the following: "Owned Contract IP Rights"), except for the national parts of European patent 1 860 023 related to the U. K. and Germany (in the following: "Missing Contract IP Rights"). The IP Owner further assures that, besides the above-defined Owned Contract IP Rights, it does not own or is not in any other way entitled to use further IP rights related to the field of art of the Contract IP Rights. A list of all Involved Contract IP Rights, i. e. the Owned and the Missing Contract IP Rights, is attached to this contract as **Attachment 1**.

(2) The IP Owner shall prove its ownership of the Owned Contract IP rights by handing over copies of documents to the Purchaser, exhibiting a transfer of rights to the IP Owner or showing its ownership in any other adequate manner.

(3) The IP Owner assures that it is willing and in the position to acquire the Missing Contract IP Rights from Inversiones Montelimar, S. L., Calle La Paz no. 31-4-8, Valencia, Spain, (in the following: "Montelimar") so that after the acquisition the Missing Contract IP Rights are free of rights of third parties, said third parties including Montelimar.

3 m

- (4) The IP Owner shall prove its option to acquire the Missing Contract IP rights by handing over copies of correspondingly meaningful documents to the Purchaser.
- (5) The IP Owner further assures that all Owned Contract IP Rights are in force in their respective territories and are free of rights of third parties. The IP Owner in particular assures that all annuity fees due before the date of signature of this contract have been validly paid.
- (6) The IP Owner assures that there are no circumstances known to the management or to the owner(s) of the IP Owner which are generally suitable to endanger the legal validity of one or more family members of the Involved Contract IP Rights. This refers in particular to the US family member 7,712,821.

§ 2 -- Transfer of Rights

- (1) The IP Owner irrevocably transfers all Owned Contract IP Rights to the Purchaser to the effect that the Purchaser shall be sole owner of the Owned Contract IP Rights and shall consequently be exclusively entitled to use, license or further transfer the Owned Contract IP Rights.
- (2) The IP Owner irrevocably obliges itself to transfer all Missing Contract IP Rights, after having acquired them, to the Purchaser to the effect that the Purchaser shall be sole owner of the Missing Contract IP Rights and shall consequently be exclusively entitled to use, license or further transfer the Missing Contract IP Rights. The transfer of all Missing Contract IP Rights will be subject to a separate second contract to be signed by the parties of the present contract immediately upon acquisition of the Missing Contract IP Rights by the IP Owner.



§3 -- Acceptance of Transfer

- (1) The Purchaser accepts the transferred Owned Contract IP Rights.
- (2) The Purchaser explicitly declares that it will accept the transfer of the Missing IP Rights. The Purchaser furthermore explicitly declares that the transfer of the Missing IP Rights is a substantial and essential requirement for concluding this contract.

3 Cu

§ 10 – Collateral Agreements, Amendments

No collateral agreements exist to this contract. Amendments and supplements to this contract are only valid if made in written form. This applies also for the setting or updating of material costs pursuant to § 7 (10).

§ 11 – Applicable Law and Jurisdiction

- (1) Exclusive jurisdiction for any controversy over this contract or parts of it shall have a patent litigation chamber of the Landgericht (District Court) Frankfurt/Main, Germany.
- (2) This contract is subject to German law. The rules on conflict of laws and of the UN convention on contracts for the International Sale of Goods (CISG) are explicitly excluded.

§ 12 – Severance Clause

If any provision of this contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this contract. The Parties shall convene and agree on a legally effective provision that covers the intentions of the parties and the economic purpose of the ineffective provision to the extent possible. The same applies *mutatis mutandis* with respect to any gap in the provisions.

Neu-Isenburg
6-8-2013
Signatures:

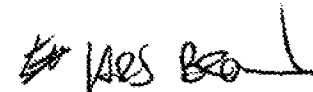


LUIS M. DEL HOYO MARTINEZ

DIRECTOR GERENTE

.....
(Place, Time, Signature)

JOST-Werke GmbH
Siemensstraße 2
63263 Neu-Isenburg



LARS BRUNSEN CEO NEU-ISENBURG 06-08-13

.....
(Place, Time, Signature)

JOST-Werke GmbH
Siemensstraße 2
63263 Neu-Isenburg

.....
(Place, Time, Signature)

.....
(Place, Time, Signature)

Attachment 1
to the
Contract for the Transfer of Intellectual Property Rights

List of Involved Contract IP Rights

Involved Contract IP Rights are all members of the patent family of PCT/ES/2006/000098, filed on March 01, 2006, in particular:

1. Owned Contract IP Rights

CN 100594153

EA 011576 with its national parts:
Armenia, Azerbaijan, Belorussia, Russian Federation,
Kazakhstan

EP 1860023 with its national parts:
AT, BE, BG, CH, CZ, DK, EE, ES, FI, FR, GR, HU, IE, IT, LI,
LT, LU, LV, MC, NL, PL, PT, RO, SE, SK, TR
and with its Designated Extension States:
AL, HR

US 7712821

ES 2285889

2. Missing Contract IP Rights

EP 1860023 with its national parts:
DE, GB