502641051 01/17/2014

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNMENT |
| | |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------|----------------|
| MICHAEL D. COOK | 01/08/2014 |
| MATTHEW R. SCOTT | 01/08/2014 |
| JOAQUIN A. PELAEZ | 01/16/2014 |
| TIMOTHY BRESSAU | 01/08/2014 |

RECEIVING PARTY DATA

| Name: | HONDA MOTOR CO., LTD. |
|-----------------|---------------------------------------|
| Street Address: | 1-1, MINAMI-AOYAMA 2-CHOME, MINATO-KU |
| City: | TOKYO |
| State/Country: | JAPAN |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14158012 |

CORRESPONDENCE DATA

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Correspondent Name: KENEALY VAIDYA LLP

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| ATTORNEY DOCKET NUMBER: | 3009-0129 |
|-------------------------|--------------------|
| NAME OF SUBMITTER: | DAVID J. KENEALY |
| Signature: | /david j. kenealy/ |
| Date: | 01/17/2014 |

Total Attachments: 3

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502641051 REEL: 031995 FRAME: 0332

ASSIGNMENT

WHEREAS WE, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled:

THERMAL MANAGEMENT SYSTEM FOR A VEHICLE AND METHOD

for which WE executed an application for United States Letters Patent concurrently herewith; and

WHEREAS <u>Honda Motor Co., Ltd.</u>, a corporation of <u>Japan</u>, whose post office address is <u>No. 1-1</u>, <u>Minami-Aoyama 2-chome</u>, <u>Minato-ku</u>, <u>Tokyo</u>, <u>Japan</u> (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application of United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, WE, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, OUR entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent of this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that WE have the full right to convey the interest assigned by this Assignment, and WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

KENEALY VAIDYA LLP

AND, WE HEREBY authorize and request the attorneys empowered by Honda Motor Co., Ltd. in this application, to insert here in parentheses (Application No. 14/158, 012, filed January 17, 2014) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

| Full Name of First Assignor Michael D. COOK | Assignor's Signature Juhul D. Carly | Date 1/8/2014 | | |
|--|-------------------------------------|---------------|--|--|
| Address: c/o Honda Patents & Technologies North A 21001 State Route 739 Raymond, Ohio 43 | Citizenship USA | | | |
| State of Ohio) ss County of Union) On this day of January, 2014 before me personally came Michael D. Cook, who is personally known to the and who executed the foregoing instrument and acknowledged execution of the same. TEKLA N. MUNOBE NOTARY PUBLIC STATE OF OHIO Comm. Expires April 03, 2016 Recorded in Franklin County | | | | |
| Full Name of Second Assignor Matthew R. SCOTT | Assignor's Signature Mathen Light | Date 1/8/2014 | | |
| Address: c/o Honda Patents & Technologies North A 21001 State Route 739 Raymond, Ohio 43 | Citizenship: USA | | | |
| State of Ohio) ss County of Union On this day of January 2014 before me personally came Matthew R. SCOTT, who is personally known to me and who executed the foregoing instrument and acknowledged execution of the same. IEKLA N. MUNOBE NOTARY PUBLIC STATE OF OHIO Comm. Expires April 03, 2016 Recorded in Franklin County Names of additional inventors attached [x] Yes] No | | | | |
| Names of additional inven | tors attached [x] Yes [| l No | | |

KENEALY VAIDYA LLP

| Full Name of Third Assignor Joaquin A. PELAEZ | Assistnor's Signature | <u>Date</u> | |
|--|---------------------------------|----------------------------------|--|
| Address: c/o Honda Patents & Technologies North 21001 State Route 739 Raymond, Ohio 4 | | V-16-2014 Citizenship: USA | |
| State of Ohio) ss County of Union) On this 10 day of January, 20 H before me personally came Joaquin A. PELAEZ, who is personally known to me and who executed the foregoing instrument and acknowledged execution of the same. TEKLA N. MUNOBE NOTARY PUBLIC STATE OF OHIO Comm. Expires April 03, 2016 Recorded in Franklin County | | | |
| Full Name of Fourth Assignor Tim BRESSAU | Assignor's Signature Act Signa | Date 1/8/2014 | |
| Address: c/o Honda Patents & Technologies North 21001 State Route 739 Raymond, Ohio 4 | America, LLC | Citizenship: Germany | |
| State of Ohio) ss County of Union On this day of January, 20 Abefore me personally came Timothy BRESSAU, who is personally known to me and who executed the foregoing instrument and acknowledged execution of the same. IEKLA N. MUNOBE NOTARY PUBLIC STATE OF OHIO Comm. Expires April 03, 2016 Recorded in Franklin County | | | |
| Names of additional inventors attache | d []Yes | [x] No | |

KENEALY VAIDYA LLP