

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3433888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADS-TEC GMBH	08/01/2014
RECEIVING PARTY DATA	
Name:	NEMAK EUROPE GMBH
Street Address:	THE SQUAIRE 17
Internal Address:	AM FLUGHAFEN
City:	FRANKFURT AM MAIN
State/Country:	GERMANY
Postal Code:	60549
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7926544
CORRESPONDENCE DATA	
Fax Number:	(877)470-9712
<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>	
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Email:	gudrun.draudt@t-online.de
Correspondent Name:	GUDRUN E. HUCKETT DRAUDT
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ATTORNEY DOCKET NUMBER:	051942US
NAME OF SUBMITTER:	GUDRUN E. HUCKETT DRAUDT
SIGNATURE:	/Gudrun E. Hucket Draudt/
DATE SIGNED:	07/10/2015
Total Attachments: 6	
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Patent Assignment and License Agreement

between

**ads-tec GmbH
Heinrich-Hertz-Strasse 1
72622 Nürtingen
Germany**

– hereinafter: „ADS-TEC” –

and

**NEMAK Europe GmbH
THE SQUAIRE 17
Am Flughafen
60549 Frankfurt am Main
Germany**

– hereinafter: „NEMAK” –

– hereinafter: „Party/ies” –

Preamble

1. ADS-TEC has developed an invention as described in the patent EP 1 957 222 B1 and owns corresponding patents and patent applications relating thereto as specified below (hereinafter “ADS-TEC Patent”). ~~_____~~
~~_____~~
~~_____~~
~~_____~~
2. NEMAK is interested to purchase the ADS-TEC Patent ~~and to obtain a non-exclusive license concerning the ADS-TEC invention~~
3. Now, therefore, in consideration of the foregoing and the rights and obligations hereinafter set forth, the Parties agree as follows:

1. Definition

1.1 "ADS-TEC Patents" shall mean the patent EP 1 957 222 B1, including all national patents resulting therefrom, the US patent US 7,926,544 B2 and the Mexican patent MX 294 249.

1.2 "~~ADS-TEC Know How~~" shall mean the information relating to the casting component as specified in ~~Annex 1~~ of this Agreement.

1.3 "Assignment Date" shall mean the date 1st of July 2014

1.4 ~~ADS-TEC Know How shall mean the information relating to the casting component as specified in Annex 1 of this Agreement.~~

1.5 "Affiliates" shall mean Affiliates as defined in section 15 ff. of the German Stock Corporation Act.

2. Scope of the Agreement

This Agreement covers the assignment of the ADS-TEC Patent ~~and the license concerning the ADS-TEC Know How~~. It is expressly agreed that no other intellectual property rights or know-how of ADS-TEC are covered by this Agreement.

3. Assignment of the ADS-TEC Patent

3.1 ADS-TEC hereby assigns full title to ownership and all their related rights in the ADS-TEC Patent to NEMAK. NEMAK accepts this assignment. The assignment is subject of the condition of a complete and unconditional payment of the purchase price as agreed in clause 5.

3.2 NEMAK shall immediately after the conclusion of this Agreement initiate the recording of the assignment in the relevant patent registers at its own cost and expense. ADS-TEC shall provide the necessary signatures for the recording of the assignment.

3.3 ~~The assignment of the ADS-TEC Patent shall be subject to the condition of a complete and unconditional payment of the purchase price as agreed in clause 5. ADS-TEC shall provide the necessary signatures for the recording of the assignment. NEMAK shall immediately after the conclusion of this Agreement initiate the recording of the assignment in the relevant patent registers at its own cost and expense. ADS-TEC shall provide the necessary signatures for the recording of the assignment.~~

6.

6.1

6.2

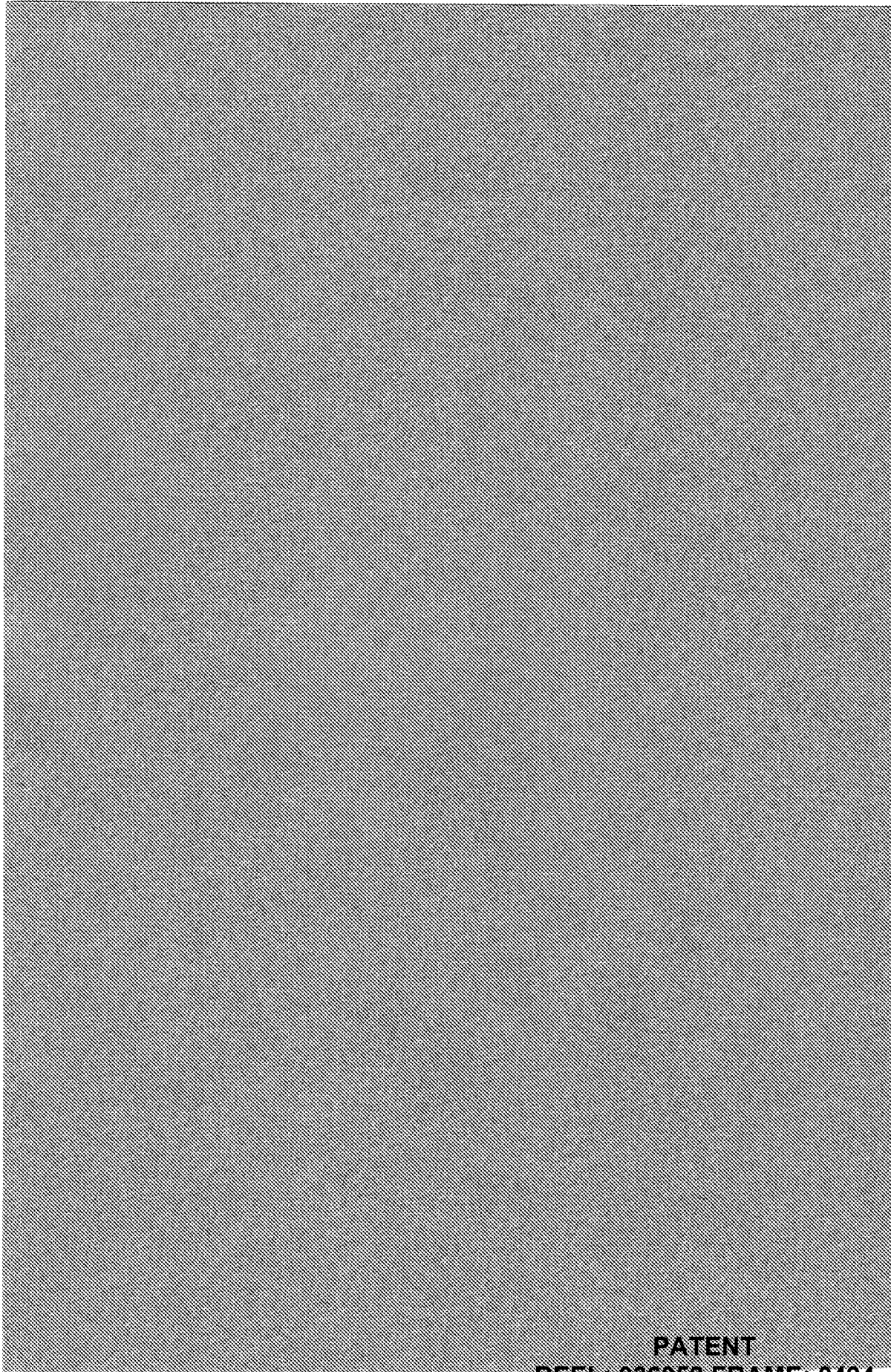
6.3

7.

7.1

7.2

7.3



~~It is agreed and understood that this license is for any third party relating to the ADS-TEC Patent for the use of the ADS-TEC Know-How from the Assignment Date.~~

7.4 ~~Except for the claims made or made to in clause 7.1, under no circumstances shall either Party be liable to the other Party in contract or otherwise for any loss of profit, business or special indirect or consequential damages of any nature.~~

8. **Term of the Agreement**

The Agreement shall come into force with the signature of both Parties. The license concerning the ADS-TEC Know-How shall remain in force as long as the ADS-TEC Know-How is legally protected.

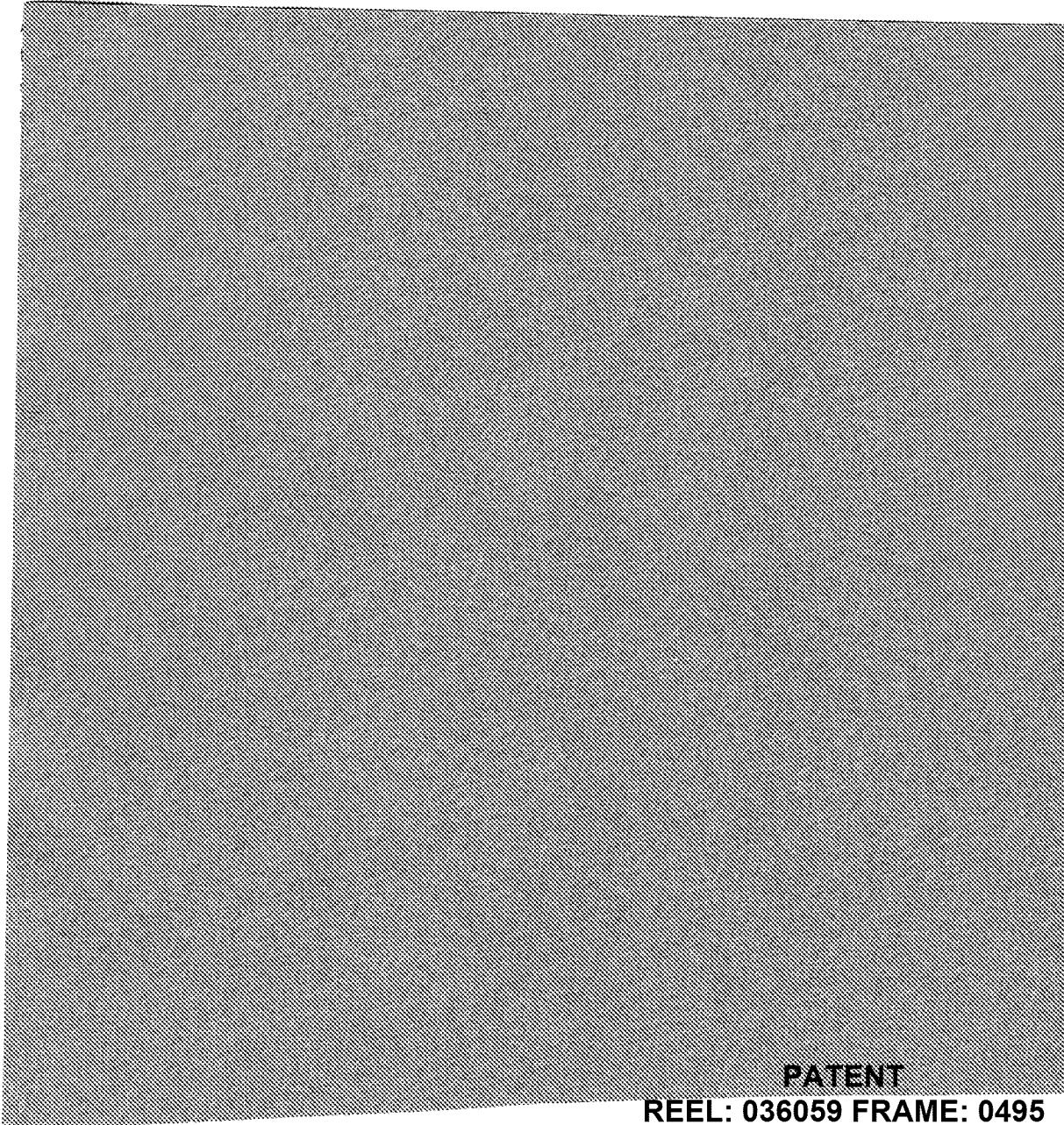
9. **General provisions**

9.1

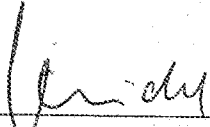
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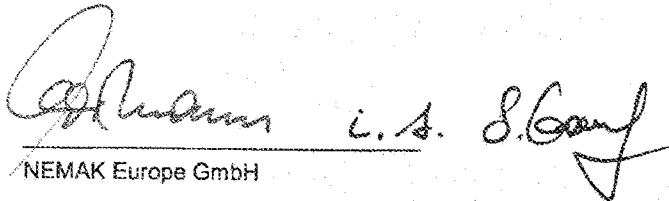
Nürtingen, 1.8.2014



ads-tec-GmbH

ads-tec GmbH
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Frankfurt, 30.07.2014



NEMAK Europe GmbH

Annexes:

Annex 1 

Annex 2 