

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4128170

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MAGNA INTERNATIONAL INC.	08/31/2015
RECEIVING PARTY DATA		
Name:	GRUPO ANTOLÍN-IRAUSA, S.A..	
Street Address:	CTRA. MADRID-IRÚN, KM. 244, 8	
City:	BURGOS	
State/Country:	SPAIN	
Postal Code:	E09007	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8088318
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	ikerner@bannerwitcoff.com	
Correspondent Name:	ISABELLE KERNER	
Address Line 1:	1100 13TH ST NW	
Address Line 2:	SUITE 1200	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	007969.00014	
NAME OF SUBMITTER:	DARRELL G. MOTTLEY	
SIGNATURE:	/Darrell G. Mottley/	
DATE SIGNED:	11/03/2016	
Total Attachments: 23		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of August 31, 2015, is made by MAGNA INTERNATIONAL INC., an Ontario corporation ("**Parent**") and the subsidiaries of Parent listed on the signature pages hereto (together with Parent, collectively, the "**Seller**"), in favor of GRUPO ANTOLÍN-IRAUSA, S.A., a *sociedad anónima* organized under the laws of Spain ("**Buyer**"), the purchaser of certain assets of Seller pursuant to a Sale and Purchase Agreement among Buyer and Seller, dated as of April 16, 2015 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP and License Agreement**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the registered trademarks and applications for registration set forth in Schedule 2 hereto (the "**Trademarks**");

(c) the license agreement set forth in Schedule 3 hereto (the "**License**");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, to the extent that any intellectual property described in clause (a) – (f) above is (i) transferred to Buyer or a subsidiary of Buyer pursuant to the terms of any customary short-form acquisition agreement for a non-United States jurisdiction entered into pursuant to the Purchase Agreement (a “**Local Jurisdiction Acquisition Agreement**”) or (ii) owned by any subsidiary of Parent that will be acquired by Buyer or a subsidiary Buyer through a purchase of the equity interests of such entity (a “**Purchased Company**”), such intellectual property shall not be transferred pursuant to the terms of this IP Assignment but shall, in the case of clause (i), be transferred to Buyer or its applicable subsidiary as set forth in the terms of the applicable Local Jurisdiction Acquisition Agreement or, in the case of clause (ii), remain the intellectual property of such Purchased Company.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Correction of Schedules. If, after the date hereof, the Parties mutually agree that any Patent, Trademark or License inadvertently was not listed on Schedule 1, 2 or 3, then such Patent shall be added to the corresponding Schedule 1, 2 or 3 and made subject to the provisions of this Agreement, provided that if any such item is identified more than one (1) year after the Closing Date, the item shall be added to the extent the Seller has the right to do so without paying any substantial compensation to a third party.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to

this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

MAGNA INTERNATIONAL INC.

By: 

Name: Vincent J. Galifi

Title: Executive Vice-President and Chief
Financial Officer

By: 

Name: Jeffrey O. Palmer

Title: Executive Vice-President and Chief
Legal Officer

Address for Notices:

Magna International Inc.

c/o Magna Interiors and Exteriors Corp.

50 Casmir Court

Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

Email: michael.mccarthy@magna.com

MAGNA METALFORMING AG

By: _____

Name:

Title:

By: _____

Name:

Title

Address for Notices:

Magna Metalforming AG

c/o Magna Interiors and Exteriors Corp.

50 Casmir Court

Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

Email: michael.mccarthy@magna.com

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Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

Email: michael.mccarthy@magna.com

MAGNA METALFORMING AG

By: _____

Name: Andrea Schindlegger

Title: Member of Board of Directors

By: _____

Name: Gerd Richard Brusius

Title: Member of Board of Directors

Address for Notices:

MAGNA Metalforming AG

c/o Magna Interiors and Exteriors Corp.

50 Casmir Court

Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

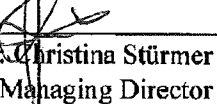
Email: michael.mccarthy@magna.com

Signature Page to Intellectual Property Assignment Agreement

PATENT
REEL: 040562 FRAME: 0246

MAGNA AUTOMOTIVE HOLDING
(GERMANY) GMBH

By: 
Name: Benedict Cordier
Title: Managing Director

By: 
Name: Christina Stürmer
Title: Managing Director

Address for Notices:
MAGNA Automotive Holding (Germany)
GmbH
c/o Magna Interiors and Exteriors Corp.
50 Casmir Court
Concord, ON, CAN L4K 4J5
Attention: Executive Vice-President, Finance
Email: michael.mccarthy@magna.com

MAGNA EXTERIORS &
INTERIORS (BOHEMIA) S.R.O.

By: _____
Name: Albert Lidauer
Title: Managing Director

By: _____
Name: Pavel Neuman
Title: Managing Director

Address for Notices:
Magna Exteriors & Interiors (Bohemia)
S.R.O.
c/o Magna Interiors and Exteriors Corp.
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Concord, ON, CAN L4K 4J5
Attention: Executive Vice-President, Finance
Email: michael.mccarthy@magna.com

Signature Page to Intellectual Property Assignment Agreement

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Title: Managing Director

By: _____

Name: Christina Stürmer

Title: Managing Director

Address for Notices:

MAGNA Automotive Holding (Germany)
GmbH

c/o Magna Interiors and Exteriors Corp.

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By: _____

Name: Albert Lidauer

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By: _____

Name: Pavel Neuman

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c/o Magna Interiors and Exteriors Corp.

50 Casmir Court

Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance


Email: michael.mccarthy@magna.com

2004188 ONTARIO INC.

By: 

Name: Bassem A. Shakeel

Title: President and Secretary

By: 

Name: Riccardo C. Trecroce

Title: Vice-President

Address for Notices:

2004188 Ontario Inc.

c/o Magna Interiors and Exteriors Corp.


50 Casmir Court

Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

Email: michael.mccarthy@magna.com

INTIER AUTOMOTIVE INTERIORS
(HONG KONG) LIMITED

By: 

Name: Bassem A. Shakeel

Title: Director

By: _____

Name: John M. Stimac

Title: Director

Address for Notices:

Intier Automotive Interiors (Hong Kong)

Limited

c/o Magna Interiors and Exteriors Corp.

50 Casmir Court

Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

Email: michael.mccarthy@magna.com

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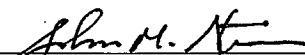
Email: michael.mccarthy@magna.com

INTIER AUTOMOTIVE INTERIORS
(HONG KONG) LIMITED

By: _____

Name: Bassem A. Shakeel

Title: Director

By: 

Name: John M. Stimac

Title: Director

Address for Notices:

Intier Automotive Interiors (Hong Kong) Limited

c/o Magna Interiors and Exteriors Corp.


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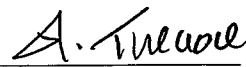
Concord, ON, CAN L4K 4J5

Attention: Executive Vice-President, Finance

Email: michael.mccarthy@magna.com

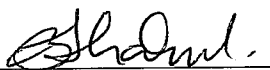
MAGNA STEYR INC.


By: 
Name: Bassem A. Shakeel
Title: President and Secretary

By: 
Name: Riccardo C. Trecroce
Title: Vice-President and General Counsel

Address for Notices:
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c/o Magna Interiors and Exteriors Corp.
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Concord, ON, CAN L4K 4J5
Attention: Executive Vice-President, Finance
Email: michael.mccarthy@magna.com


INTIER AUTOMOTIVE OF AMERICA, INC.

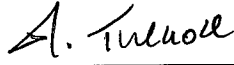
By: 
Name: Bassem A. Shakeel
Title: President and Secretary

By: 
Name: Riccardo C. Trecroce
Title: Vice-President

Address for Notices:
Intier Automotive of America, Inc.
c/o Magna Interiors and Exteriors Corp.
50 Casmir Court
Concord, ON, CAN L4K 4J5
Attention: Executive Vice-President, Finance
Email: michael.mccarthy@magna.com


MAGNA SEATING INC.

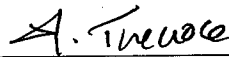
By: 
Name: Jeffrey O. Palmer
Title: Executive Vice-President

By: 
Name: Riccardo C. Trecroce
Title: Vice-President

Address for Notices:
Magna Seating Inc.
c/o Magna Interiors and Exteriors Corp.
50 Casmir Court
Concord, ON, CAN L4K 4J5
Attention: Executive Vice-President, Finance
Email: michael.mccarthy@magna.com

2027190 ONTARIO INC.


By: 
Name: Bassem A. Shakeel
Title: Vice-President and Secretary

By: 
Name: Riccardo C. Trecroce
Title: Vice-President and General Counsel

Address for Notices:
2027190 Ontario Inc.
c/o Magna Interiors and Exteriors Corp.
50 Casmir Court
Concord, ON, CAN L4K 4J5
Attention: Executive Vice-President, Finance
Email: michael.mccarthy@magna.com

AGREED TO AND ACCEPTED:

GRUPO ANTOLÍN-IRAUSA, S.A.

By: 

Name: JESUS PASCUAL

Title: CHIEF EXECUTIVE OFFICER

Address for Notices:

Grupo Antolin-Irausa, S.A.

Ctra. Madrid-Irun, Km. 244,8, E09007

Burgos, Spain

Attention: Juan Carlos González

Email: jcarlos.gonzalez@grupoantolin.com

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

(INSERT DOCUMENT Attached as Schedule AS...)

SCHEDULE 2

INSERT DOCUMENT ATTACHED AS SCHEDULE 2 TRADEMARKS...

SCHEDULE 3

ASSIGNED LICENSE AGREEMENT

1. Overhead Console Assembly License Agreement signed December 21, 2007 between Honda and Magna Exteriors and Interiors Corp. Expires with the expiration of U.S. Patent No. 7,055,883 (January 7, 2024).

[SAME AS DOCUMENT ATTACHED AS SCHEDULE 3]

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CORRECTED SCHEDULE 1

(PURSUANT TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT DATED AUGUST 31, 2015)

ASSIGNED PATENTS AND PATENT APPLICATIONS

U.S. Patent No./U.S. Publication No.:	Filing Date:	Serial No.:	Issue Date:	Title:
5,683,796	10/5/1995	08/539,407	11/4/1997	Spray Urethane Method of Making A Headliner Assembly
5,721,038	10/4/1996	08/726,364	2/24/1998	Spray Urethane Headliner Assembly
5,885,662	1/31/1997	08/790,291	3/23/1999	Decorative Automotive Interior Trim Articles With Integral Light Stable Polyurethane Elastomer Covering and Process for Making the Same
6,013,210	4/17/1998	09/061,915	1/11/2000	Process for Making Decorative Automotive Interior Trim Articles with Cast Integral Light Stable Covering
6,017,617	12/15/1998	09/210,981	1/25/2000	Decorative Automotive Interior Trim Articles With Integral Light Stable Polyurethane Elastomer Covering and Process for Making the Same
6,171,419	6/16/1998	09/097,596	1/9/2001	Apparatus and Method for Forming An Interior Panel for A Vehicle
6,210,614	6/9/1998	09/093,613	4/3/2001	Process of Making Decorative Automotive Interior Trim Articles with Cast Integral Light-

				Stable Covering Containing Invisible Tear Seam
6,391,232	12/6/2000	09/731,119	5/21/2002	Integrated Soft Pads for One Step Molded Parts
6,412,852	7/25/2000	09/625,302	7/2/2002	Water, Dust and Sound Attenuating Barrier and Trim Panel Module and Method for Assembling Within A Vehicle Door
6,523,887	11/24/2000	09/721,684	2/25/2003	Modular Roof and Headliner Assembly
U.S. Patent No./U.S. Publication No.:	Filing Date:	Serial No.:	Issue Date:	Title:
6,544,449	5/21/1999	09/316,149	4/8/2003	Process for Making Decorative Automotive Interior Trim Articles with Integral In-Mold Coated Polyurethane Aromatic Elastomer Covering
6,656,596	11/23/1999	09/447,413	12/2/2003	Decorative Automotive Interior Trim Articles With Cast Integral Light Stable Covering and Process for Making the Same
6,671,934	6/13/2002	10/170,485	1/6/2004	Retention Clip
6,683,257	10/17/2002	10/272,924	1/27/2004	Attachment Clip
6,722,718	9/16/2002	10/245,210	4/20/2004	Latch Mechanism for An Automotive Storage Compartment
6,753,057	9/13/1999	09/394,032	6/22/2004	Trim Articles With Light Stable Covering Containing Invisible Tear

				Seam, and Process of Making The Same
6,773,051	4/4/2002	10/116,711	8/10/2004	Sun Visor Clip
6,796,760	3/21/2003	10/394,116	9/28/2004	Retention Structure for A Fastener
6,843,528	11/5/2002	10/288,016	1/18/2005	Latch Lockout for A Vehicle Trim Component
6,854,794	1/13/2003	10/221,053	2/15/2005	Cross Car Duct With Integrated Mode Doors and HVAC Module
6,883,852	1/6/2003	10/337,163	4/26/2005	Articulated Door With Integral Handle Latch
6,884,084	9/27/2002	10/256,387	4/26/2005	Conductive Interior Liner for A Vehicle
6,938,940	4/15/2004	10/709,143	9/6/2005	Overhead Storage Assembly
6,942,240	1/15/2003	10/345,018	9/13/2005	Structural Reinforcement Member for An Inflatable Restraint Module
6,945,555	11/25/2002	10/168,150	9/20/2005	Hidden Filament Assisted Opening System for An Airbag Cover
6,958,190	10/1/2003	10/676,773	10/25/2005	Decorative Automotive Interior Trim Articles With Cast Integral Light Stable Covering and Process for Making the Same
6,959,954	10/29/2002	10/282,628	11/1/2005	Vehicle Trim Component With Self Retaining Fastening Device
U.S. Patent No./U.S. Publication No.:	Filing Date:	Serial No.:	Issue Date:	Title:
7,044,529	9/29/2005	11/238,723	5/16/2006	Articulating Door for a Storage Compartment

7,070,199	1/21/2003	10/348,390	7/4/2006	Mechanism for Interlocking An Instrument Panel To An Inflatable Restraint Module
7,070,378	7/9/2004	10/501,206	7/4/2006	Heatstake
7,090,281	5/31/2005	10/484,862	8/15/2006	Sliding Sun Visor
7,108,313	1/28/2005	11/048,653	9/19/2006	Trim Assembly And Method of Manufacturing Same
7,150,488	12/10/2004	10/490,499	12/19/2006	Instrument Panel Having Flexible Steering Wheel Column Closeout
7,159,914	3/30/2005	11/093,612	1/9/2007	Decorative Covering for An Interior Trim Component
7,191,493	9/30/2004	10/954,908	3/20/2007	Grab Handle and Bezel Assembly
7,240,951	9/2/2005	10/547,853	7/10/2007	Visor Assembly With Integrated Storage Receptacles
7,247,382	7/12/2005	11/179,375	7/24/2007	Decorative Automotive Interior Trim Articles With Cast Integral Light Stable Covering and Process for Making the Same
7,347,470	7/26/2005	11/189,239	3/25/2008	Mechanism for Securing A Grab Handle To An Armrest
7,389,020	12/29/2005	11/321,236	6/17/2008	Light Pipe Assembly
7,527,286	7/26/2005	11/189,298	5/5/2009	Air Bag Door And Chute
7,559,598	7/26/2005	11/189,674	7/14/2009	Trim Panel Including Integrally Formed Members
7,648,753	2/8/2006	10/567,892	1/19/2010	Vehicle Panel With Reinforcement Layer
7,678,305	7/5/2005	10/503,162	3/16/2010	Method of Pre-Applying A Bolster Assembly To An Interior Trim Part
7,775,613	3/6/2007	11/682,418	8/17/2010	Storage Assembly

7,776,174	5/26/2009	12/472,131	8/17/2010	Embossed Headliner and Method of Making Same
7,798,518	4/27/2006	11/412,635	9/21/2010	Trim Panel With Pre-Weakened Segment And Bridge
7,819,480	11/28/2006	11/628,128	10/26/2010	Two-Piece Head Restraint And Method For Making Same
7,819,728	3/3/2006	11/367,114	10/26/2010	Shutter Cup
7,914,035	11/14/2006	11/559,729	3/29/2011	Headliner System
U.S. Patent No./U.S. Publication No.:	Filing Date:	Serial No.:	Issue Date:	Title:
7,931,322	11/18/2008	12/280,198	4/26/2011	Console
8,129,003	2/1/2006	10/566,850	3/6/2012	Vehicle Panel With Metalized Film
8,201,859	5/23/2008	12/126,462	6/19/2012	Door Handle Assembly
7,243,942	3/18/2005	10/503,531	7/17/2007	Side Impact Airbag Disable Switch
7,714,228	9/18/2007	11/816,007	5/11/2010	Trim Panel With Wiring Harness And Method of Making The Same
7,771,216	9/5/2008	12/281,778	8/10/2010	Rotating Power Outlet Assembly Or Door
7,862,072	9/5/2008	12/281,788	1/4/2011	Passenger Air Bag Chute Assembly
20110009045	7/8/2010	12/832,114	N/A	Vehicular Interior Assembly
9,221,404	11/23/2010	12/593,418	12/29/2015	Method And System For Processing A Headliner
20130337219	6/13/2013	13/917,344	N/A	Panel
20150147135	11/4/2014	14/532,400	N/A	Load Floor Screw Plate (LFSP) Used to Distribute Hinge and Bracket Loads to the Load Floor Panels

7,490,893	6/2/2005	10/537,332	2/17/2009	Laminated Headliner Assembly and Method For Forming A Lightweight Laminated Headliner
7,592,757	3/29/2007	11/693,477	9/22/2009	System and Method For Dimming One or More Light Source
7,661,749	11/12/2007	11/938,614	2/16/2010	Interior Trim Assembly And Method for Operating The Same
7,681,936	2/15/2007	11/675,314	3/23/2010	Load Floor With Gear Rack
7,775,573	5/4/2007	11/744,474	8/17/2010	Automatic Deploying Handle
7,793,999	2/29/2008	12/040,414	9/14/2010	Handle
8,012,393	12/3/2007	11/949,489	9/6/2011	Method for Manufacturing A Multi-Shot Molded Component
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