

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4384907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TAKATA PROTECTION SYSTEMS, INC.	02/22/2017
RECEIVING PARTY DATA	
Name:	SCHROTH SAFETY PRODUCTS LLC
Street Address:	1371 SW 8TH ST #3
City:	POMPANO BEACH
State/Country:	FLORIDA
Postal Code:	33069
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61239948
Application Number:	12694602
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:	slhamilton@bakerlaw.com
Correspondent Name:	BAKER HOSTETLER LLP
Address Line 1:	1050 CONNECTICUT AVE., N.W.
Address Line 2:	WASHINGTON SQUARE, SUITE 1100
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	TAKATA-SCHROTH/JSH/SH
NAME OF SUBMITTER:	JOHN HILTEN
SIGNATURE:	/John Hilten/
DATE SIGNED:	04/26/2017
Total Attachments: 7	
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ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADEMARK APPLICATIONS

This ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADEMARK APPLICATIONS AGREEMENT (“IP Assignment”), is made and entered into as of February 22, 2017, between Takata Protection Systems, Inc., a Colorado corporation (“TPS”), and SCHROTH Safety Products LLC, a Delaware limited liability company (“Schroth LLC”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, TPS is party to that certain Share and Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or modified, the “Purchase Agreement”), by and among TPS, Interiors In Flight Inc. (“IIF” and together with TPS, each a U.S. Seller and collectively, the “U.S. Sellers”), Takata (Europe) GmbH, Takata Corporation, TransDigm Inc. (“U.S. Buyer”), and TDG Germany GmbH;

WHEREAS, pursuant to the terms of the Purchase Agreement, TPS has agreed to sell and assign to U.S. Buyer, among other assets, all Intellectual Property of U.S. Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office (“USPTO”) and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, pursuant to the Acquiror Assignment, dated as of the date hereof, between Schroth LLC, Interiors In Flight LLC, and U.S. Buyer, U.S. Buyer has assigned, and Schroth LLC has assumed, certain rights and obligations of U.S. Buyer under the Purchase Agreement, including all of U.S. Buyer’s right to purchase and acquire all Intellectual Property but excluding the Retained Marks (“TPS Intellectual Property”); and

WHEREAS, the parties desire to execute this IP Assignment to evidence the assignment by TPS, and the assumption by Schroth LLC, of the TPS Intellectual Property at Closing.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. Assignment. TPS hereby irrevocably conveys, transfers and assigns to Schroth LLC, and Schroth LLC hereby accepts, all rights, title and interest in and to: (a) the TPS Intellectual Property, including the patents, trademarks, and trademark applications as set forth on Exhibit A attached hereto and made a part hereof; (b) all rights of any kind whatsoever of TPS accruing under any of the TPS Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) the goodwill of TPS’s business symbolized or associated with the TPS Intellectual Property; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the TPS Intellectual Property; and (e) any and all claims and causes of action, with respect to any of the TPS Intellectual Property, 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, dilution, 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.

2. Recordation and Further Actions. TPS hereby authorizes the USPTO, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Schroth LLC. Following the date hereof, from time to time after the execution of this IP Assignment, TPS shall execute and deliver to Schroth LLC such other instruments of conveyance and transfer and such other documents as Schroth LLC may reasonably request or as may be otherwise necessary to more effectively (i) convey and transfer to, and vest in, Schroth LLC and to put Schroth LLC in possession of the TPS Intellectual Property and each part thereof and (ii) evidence and perfect the intellectual property rights and assignments granted by TPS to Schroth LLC in and to the TPS Intellectual Property.
3. Terms of the Purchase Agreement. The TPS Intellectual Property is being conveyed hereunder subject to the qualifications, representations and warranties set forth in the Purchase Agreement. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any such provisions set forth in the Purchase Agreement.
4. Governing Law. This IP Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.
5. Counterparts; Facsimile or Electronically Transmitted Signatures. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this IP Assignment and of signature pages by facsimile or electronic transmission (e.g., "pdf" signatures attached to an e-mail) shall constitute effective execution and delivery of this IP Assignment to the parties and may be used in lieu of the original IP Assignment for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

SCHROTH SAFETY PRODUCTS LLC

By: 
Name: Terrance M. Paradie
Title: Chief Executive Officer

TAKATA PROTECTION SYSTEMS INC.

By: _____
Name: David Jackson
Title: President

[Signature Page to TPS IP Assignment]

PATENT
REEL: 042146 FRAME: 0595

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date first above written.

SCHROTH SAFETY PRODUCTS LLC:

By: _____

Name: Terrance M. Paradie

Title: Chief Executive Officer

TAKATA PROTECTION SYSTEMS INC.

By:  _____

Name: David Jackson

Title: President

EXHIBIT A

Patents, Trademarks, and Trademark Applications

(See attached)

Patents (Takata Protection Systems):

Title/Description	Application Number	Application Date	Patent Number	Patent Date	Country
Slings Seat	61/326009 & 13/077114	04/01/2010 & 03/31/2011	US 8333420 B2	12/18/2012	USA
Restraint In Vest	61/239848 & 12/694602	09/04/2009 & 01/27/2010	US 7934773 B2	05/03/2011	USA
Flame Resistant Fabric for Aviation Airbags	61/954847 & 14/516889	03/18/2014 & 10/17/2014	N/A	N/A	USA
Joint patent with B/E Aerospace - Leg Restraint Device for Side-Facing Seated Vehicle Occupants	14/628431	02/23/2015	US 9315271 A1	04/19/2016	USA
MCSU - Apparatus, System, and Method for Diagnosing Initiators in Airbag Systems	61/987490 & 14/702714	03/02/2014 & 05/02/2015	US 9499115 B2	11/23/2016	USA
Three Point Lap Belt	15/143090	04/29/2016	N/A	N/A	USA
Two Point Lap Belt	62/154380 & 15/143201	04/29/2015 & 04/29/2016	N/A	N/A	USA
Mining Rollover - Vehicular Angle Alert and Safety System and Method	62/267698	08/20/2015	N/A	N/A	USA
Universal Extension Belt	62/325846	04/21/2016	N/A	N/A	USA
D-Ring Integrated Buckle & Latch	62/352238	06/20/2016	N/A	N/A	USA
Wedge Belt / Mechanical Hood Popper (Repositioning Occupant in Crash Event)	62/415858	11/01/2016	N/A	N/A	USA
Joint patent with B/E Aerospace - Aircraft Passenger Restraint System with 3-point Seat Belt and Structural Mounted Airbag	62/190022 & 15/205563	07/08/2015 & 07/08/2016	N/A	N/A	USA
Joint patent with B/E Aerospace - 3 point Presensitizer in a forward facing seat	62/316662	03/31/2016	N/A	N/A	USA
Apparatus, System, and Method for Diagnosing Initiators in Airbag Systems	15/294947	10/17/2016	9,499,115	11/22/2016	USA
MCSU Live Fire Detection	62/359533	07/07/2016	N/A	N/A	USA
Flame Resistant Fabric	PCT/US15/020963	03/17/2015	WO 2015142848 A1	N/A	USA, EU
Flame Resistant Fabric	PCT/US15/020963	03/17/2015	EP15764381 S	01/24/17	EU
Three Point Air Belt	PCT/US16/030299	04/19/2016	WO 2016191038 A3	N/A	Pending
Two Point Lap Belt	PCT/US16/030299	04/19/2016	WO 2016149714 A3	N/A	Pending
Joint Patent with B/E Aerospace - Aircraft Passenger Restraint	PCT/US16/041514	07/08/2016	WO 2017008015 A3	N/A	Pending
Leg restraint device for side-facing seated	14/628,431	02/23/2015	9,315,171	04/19/2016	USA
Actuating Device with a Rotatable Pot-shaped Closure Head for Multi-point Safety Belts (Verstellbares Kopf für Fingerringen)	USA	11.10.1996	US6065367 B2	Expired	23.05.2000

Trademarks (Takata Protection Systems):

Title/Description	Application Number	Application Date	Reg Number	Reg Date	Country
Live Fire	87/184,405	07/04/2014	N/A	N/A	USA
Restraint Builder	86/318,839	05/16/2014	4,762,168	6/23/2015	USA

- Regarding U.S. Trademark App. No. 87/184,405 for "Live Fire" – Mark to be published for 30-day public opposition period 02/07/17