

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4536162

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 03/20/2017 |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------|----------------|
| ECOMOTORS, INC. | 03/20/2017 |

RECEIVING PARTY DATA

| | |
|------------------------|------------------|
| Name: | BORGWARNER INC. |
| Street Address: | 3850 HAMLIN ROAD |
| City: | AUBURN HILLS |
| State/Country: | MICHIGAN |
| Postal Code: | 48326 |

PROPERTY NUMBERS Total: 14

| Property Type | Number |
|---------------------|--------------|
| Patent Number: | 8344576 |
| Application Number: | 14686446 |
| Patent Number: | 8958971 |
| Patent Number: | 7946118 |
| Patent Number: | 8935077 |
| Application Number: | 14483554 |
| PCT Number: | US2015045908 |
| Application Number: | 14767848 |
| Patent Number: | 9401630 |
| PCT Number: | US2014062301 |
| Application Number: | 14634942 |
| Application Number: | 14597291 |
| PCT Number: | US2015035876 |
| PCT Number: | US2016017063 |

CORRESPONDENCE DATA

Fax Number: (616)742-3999

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.

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Email: mbernth@btlaw.com
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Address Line 4: GRAND RAPIDS, MICHIGAN 49503

ATTORNEY DOCKET NUMBER: 70578-100

NAME OF SUBMITTER: JEFFREY A. MICHAEL

SIGNATURE: /Jeffrey A. Michael/

DATE SIGNED: 08/04/2017

Total Attachments: 9

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NUNC PRO TUNC ASSIGNMENT

WHEREAS, EcoMotors, Inc., incorporated under the laws of the State of Delaware and having its principal place of business at 17000 Federal Drive, Suite 200, Allen Park, MI 4810 ("Assignor"), and BorgWarner Inc., incorporated under the laws of the State of Delaware and having its principle place of business at 3850 Hamlin Road, Auburn Hills, MI 48326 ("Assignee"), entered into a certain Patent Sale Agreement, dated as of March 14, 2017;

WHEREAS, pursuant to the Patent Sale Agreement and as Exhibit C thereof, Assignor executed on March 20, 2017 the Patent Assignment attached hereto as Appendix 1 to sell, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under certain patents and patent applications listed in Exhibit A of the Patent Sale Agreement attached hereto as Appendix 2 (patents and patent application listed in Exhibit A of the Patent Sale Agreement are referred to hereinafter as "Patents and Patent Applications");

WHEREAS, the Assignor and Assignee hereby acknowledge that the Patent Assignment contained a clerical error in that the Assignee BorgWarner Inc. was inadvertently and incorrectly identified in the Patent Assignment as "BorgWarner, Inc."; and

WHEREAS, the Assignor and Assignee desire to correct the foregoing clerical error in the Patent Assignment; and

NOW, THEREFORE, in order to correct the above-identified clerical error in the Patent Assignment, Assignor and Assignee agree to execute an assignment of the Patents and Patent Applications from Assignor to Assignee, with the Assignee properly identified herein as BorgWarner Inc., nunc pro tunc as of the date of execution of the Patent Assignment, for purposes of recordation in and with all applicable intellectual property offices worldwide, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer from Assignor to Assignee of all Assignor's right, title and interest in and to the Patents and Patent Applications;

BE IT KNOWN that for and in consideration of the sum of One US dollar (\$1.00) and in consideration of the premises and covenants set forth herein and in the Patent Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor EcoMotors, Inc. has sold, conveyed, assigned, transferred and set over, and does hereby sell, convey, assign, transfer and set over, to Assignee BorgWarner Inc., and Assignee has purchased and accepted, and does hereby purchase and accept, from Assignor as of March 20, 2017, all of Assignor's right, title and interest in and to the Patents and Patent Applications, including, but not limited to, the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Patents, (b) apply for, make filings with respect to, claim priority to and maintain all issuances, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Assignor and Assignee agree and acknowledge that, apart from the clerical error in the Patent Assignment identified and corrected herein, nothing contained in this Nunc Pro Tunc Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or

warranties of Assignor or Assignee under Patent Sale Agreement or Patent Assignment, and in the event of any conflict between the terms of this Nunc Pro Tunc Assignment and the terms of the Patent Sale Agreement or Patent Assignment, apart from the clerical error in the Patent Assignment identified and corrected herein, the terms of the Patent Sale Agreement and the Patent Assignment shall control. This Nunc Pro Tunc Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Nunc Pro Tunc Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered by a duly authorized officer thereof as of this 31 day of JULY, 2017.

ECOMOTORS, INC.

By: [Signature]
Printed: TAIN RIDLEY
Title: VP. TECHNOLOGY.

ACKNOWLEDGMENT

STATE OF Michigan }
COUNTY OF Oakland }

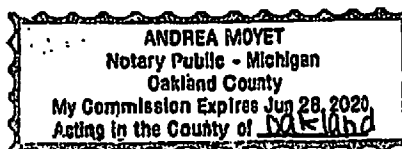
Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 31st day of July, 2017.

Andrea Moyet
Notary Public

Andrea moyet
Printed Name

My Commission Expires: 06/28/2020

Resident of Oakland County



IN WITNESS WHEREOF, Assignee has caused this Agreement to be duly executed and delivered by a duly authorized officer thereof as of this 1st day of August, 2017.

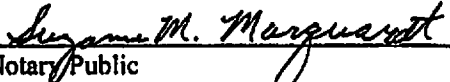
BORGWARNER INC.

By: 
Printed: Charles H. Polzin
Title: Vice President, Deputy General Counsel and Assistant Secretary

ACKNOWLEDGMENT

STATE OF Michigan }
COUNTY OF Oakland }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 1st day of August, 2017.


Notary Public

Suzanne M. Marquardt
Printed Name

My Commission Expires: June 17, 2019

Resident of Oakland County

SUZANNE M. MARQUARDT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 17, 2019
ACTING IN COUNTY OF

Appendix 1

IAIN RIDLEY

(Typed name of person signing)

YP TECHNOLOGY

(Title of person signing)

Appendix 2

EXHIBIT A

Patents and Applications to be Assigned(copied from EcoMotors file "EM ECT Patent File 1 Feb 2017)

- 1. EM1.013-Electric Motor Rotor**
 - a. US 8,344,576
 - b. CN 201210184241.7
 - c. US 2015/0222164 A1
 - d. DE 10 2011 053 632.9
 - e. GB2492422
 - f. CN 102460914
 - g. DE 11 2010 001.944.4
 - h. GB2482634
 - i. IN 02442/MUMNP/11
- 2. EM1.014-System and Method to Control an Electrically-Controlled Turbocharger**
 - a. US 8,958,971
- 3. EM1.022- Cooling an Electrically Controlled Turbocharger**
 - a. CN 102301111 A
 - b. DE 11 2010 000 875
 - c. IN 1030/MUMNP/2011
 - d. JP 2011-545501
- 4. EM1.028- Cooling an Electrically Controlled Turbocharger**
 - a. US 7,946,118
- 5. EM5.009- Controlling an Engine Having an Electronically-Controlled Turbocharger**
 - a. CN 102606330A
 - b. DE 10 2012 100 254.1
 - c. GB 2487473
 - d. IN 03700/MUM/2011
 - e. JP 2012-007526
 - f. US 8,935,077
- 6. EMS.035- Bearings for a Turbomachine Having an Electric Motor**
 - a. US 2015-0118044 A1
 - b. PCT/US2015/45908
 - c. CN 105121806
 - d. DE 112014000657.2
 - e. GB 2526713
 - f. JP 2016-507700
 - g. US2016-0003140-A1
- 7. EM5.047- Cooling Stator Windings of an Electric Machine**
 - a. CN 103633781A
 - b. GB 2507153
 - c. US 9,401,630

8. **EM5.057- Coolant Guide and Radiation Shield for an Electric Machine Coupled to a Turbomachine**
 - a. CN 103633780A
 - b. DE 10 2013 109 136.9
 - c. GB 2506970
9. **EM5.060- Retention of a Rotor of an Electronically-Controlled Turbomachine**
 - a. WO2015/061767
 - b. 2016-0237823A1
 - c. CN105637196
 - d. DE 112014004381.8
 - e. JP 2016-535969
10. **EM5.065- Insulation in an Electric Machine**
 - a. CN 104901469A
 - b. DE 10 2015 102 270.2
 - c. US 2015-0256051 A1
11. **EM5.071-Cooling Stator Coils of an Electric Motor**
 - a. CN 104795919A
 - b. DE 10 2015 100 090 A1
 - c. US 2015-0207386 A1
12. **EM5.095-SYSTEM AND METHOD FOR CONTROLLING AN ELECTRONICALLY-CONTROLLED TURBOCHARGER DURING A TRANSMISSION AUTOSHIFT EVENT**
 - a. WO 2015/195576
 - b. US PCT 15/318,422
 - c. CN 201580032873.3
 - d. EU PCT 15810457.0
 - e. JP Number missing
13. **EM 5.097-Bearings for a Turbocharger**
 - a. WO 2016/130497