

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUMITOMO ELECTRIC WIRING SYSTEMS, LTD	01/29/2016
RECEIVING PARTY DATA		
Name:	SUMITOMO WIRING SYSTEMS, LTD.	
Street Address:	1-14 NISHISUEHIRO-CHO	
City:	YOKKAICHI, MIE	
State/Country:	JAPAN	
Postal Code:	510-8503	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14827654
CORRESPONDENCE DATA		
Fax Number:	(248)689-4071	
<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:	girgenti@reising.com	
Correspondent Name:	REISING ETHINGTON	
Address Line 1:	755 W. BIG BEAVER RD.	
Address Line 2:	SUITE 1850	
Address Line 4:	TROY, MICHIGAN 48084	
ATTORNEY DOCKET NUMBER:	8471-3001-1(FP15044)	
NAME OF SUBMITTER:	MICHAEL C. ADAMS	
SIGNATURE:	/Michael C. Adams/	
DATE SIGNED:	08/28/2017	
Total Attachments: 4		
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BASIC ASSIGNMENT AGREEMENT

This agreement ("Agreement") made and entered into as of December 1, 2015 ("Effective Date"), by and between Sumitomo Electric Wiring Systems, Inc., a Delaware corporation having its principal place of business at 1018 Asheley Street, Bowling Green, KY 42102-9031 U.S.A ("SEWS") and SUMITOMO WIRING SYSTEMS, LTD., a corporation duly organized under the laws of Japan and having its principal place of business at 1-14 Nishisuehiro-cho, Yokkaichi, Mie 510-8503 Japan ("SWS").

WITNESSETH THAT:

WHEREAS, SEWS employees make certain inventions ("Inventions"), and SEWS has acquired the entire rights, titles to and interests in the Inventions and any other rights derived therefrom including, without limitation, any and all rights arising under patent laws; and

WHEREAS, SWS desires to acquire, and SEWS does hereby assign the entire rights, titles to and interests in and to the Inventions and any other rights derived therefrom:

NOW, THEREFORE, in view of the premises and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

Article 1 Assignment by SEWS to SWS

1.1 SEWS agrees to sell, assign and transfer to SWS, and does hereby sell, assign and transfer to SWS, the full and exclusive rights in the United States of America and all foreign countries, including the right to claim priority under the Paris Convention, to the Inventions upon request from SWS.

1.2 SEWS shall hereby covenant and agree to execute all instruments or documents required or requested to make, file, prosecute, acquire, maintain and defend patent applications based on the Inventions ("Patent Applications") and patents maturing from the Patent Applications ("Patents") in the United States of America and all foreign countries for the benefit of SWS without compensation.

Article 2. Obtaining Patents and Granting License

2.1 SWS shall use its best efforts:

- (a) to file, prosecute, acquire and maintain the U.S. Patent Applications and U.S. Patents which shall be issued from the U.S. Patent Applications effectively at its costs; and
- (b) to respond to or otherwise defend any action for reexamination, reissue or revocation of the U.S. Patents at its costs.

2.2 SWS shall have the sole and exclusive right and discretion, but no obligation, to file, prosecute, acquire and maintain the Foreign Patent Applications and Foreign Patents on the filed U.S. Patent Applications at its costs.

2.3 SEWS shall cooperate to reasonable extent with SWS in making, filing, prosecuting, acquiring, maintaining and defending the Patent Applications and Patents upon request from SWS, including providing to SWS business, product and technical information regarding the Inventions. SWS shall have the sole and exclusive right and discretion in amending the claims and specifications of the Patent Applications and Patents and in abandoning the Patent Applications and Patents.

2.4 SWS hereby grants to SEWS a non-exclusive license to make, use or sell the products under the Inventions of the U.S. Patent Application and Patents.

2.5 SEWS shall not sublicense the license granted by SWS to any third party under the U.S. Patent Application or Patents without the prior written consent of SWS.

2.6 In case that the license shall be sublicensed to any third party, in exchange for consideration with the prior written consent of SWS, SEWS will pay to SWS the reasonable compensation to be mutually agreed by the parties hereto.

Article 3. Consideration

3.1. In consideration of the assignment of the Inventions and any privileges granted to SWS, under this Agreement, SWS shall pay to SEWS a non-creditable and non-refundable sum of three hundred US dollars (USD300) within sixty (60) days after the receipt of an invoice from SEWS per U.S. Patent Application. SWS shall not pay SEWS any further amount for any Patent Applications deriving from the original U.S. Patent Application.

3.2 SEWS shall issue a separate Invoice to SWS for each assignment of the Inventions as soon as the U.S. Patent Application has been filed.

Article 4 Miscellaneous

4.1 Infringement by Third Party

SEWS shall promptly notify SWS of any conduct by any third party that may constitute infringement of the U.S. and Foreign Patent Applications and Patents and to provide SWS with any information with respect to such possible infringement which SEWS may possess or to which SEWS may have access. SEWS will furnish such information and assistance, without any additional compensation, as may be reasonably required or requested to enforce any of the U.S. and Foreign Patent Applications and Patents.

4.2 (a) Products Liability Claimed Against SEWS

SEWS shall indemnify and hold harmless SWS from any and all expenses, damages, losses and liabilities which may arise as a result of products liability claim, suit or proceeding which may be brought by any third party against the products which SEWS manufactures, has made, sells and/ or uses under the grant of license as specified in Article 2.4 of this Agreement.

4.2 (b) Patent Infringement Claimed Against SEWS

SEWS shall indemnify and hold harmless SWS from any and all expenses, damages, losses and liabilities which may arise as a result of any patent infringement claim, suit or proceeding which may be brought by any third party against the products which SEWS manufactures, has made, sells and/ or uses under the grant of license as specified in Article 2.4 of this Agreement. However, SWS shall cooperate to the extent reasonably required in the defense of any such claim, suit or proceeding.

4.3 Confidentiality

Each party hereto shall hold in confidence any and all information relating to technology and business of the other party which may be received in the course of performing this Agreement.

4.4 Non-Assignment

This Agreement, any of its rights or obligations shall not be assigned by either party hereto without the prior written consent of the other party.

4.5 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without its choice of law provision.

4.6 Modification

This Agreement may be amended only in writing signed by the parties hereto.

4.7 Settlement of Dispute

Should any dispute arise, the parties hereto shall settle such dispute amicably.

4.8 Term

This Agreement shall become effective on the Effective Date and shall continue in force for the initial period of three (3) years. Unless either party notifies the other party in writing at least six (6) months prior to the last day of the initial term or any extension thereof, the term of this Agreement shall be automatically extended for a further period of one (1) year.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Sumitomo Electric Wiring Systems, Inc.

By: Masayoshi Fuse

Masayoshi Fuse

(Typed/ Printed Name)

Title: President

Date: 01-29-'16

SUMITOMO WIRING SYSTEMS, LTD.

By: Nobuhiro Akasaka

Nobuhiro Akasaka

(Typed/ Printed Name)

Title: General Manager, Intellectual Property Division

Date: December 16, 2015