

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4786275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NEAPCO DRIVELINES, LLC	07/31/2017
NEAPCO EUROPE GMBH	07/31/2017
NEAPCO COMPONENTS, LLC	07/31/2017

RECEIVING PARTY DATA

Name:	NEAPCO INTELLECTUAL PROPERTY HOLDINGS, LLC
Street Address:	38900 HILLS TECH DRIVE
City:	FARMINGTON HILLS
State/Country:	MICHIGAN
Postal Code:	48331

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	7025167
Patent Number:	6705949
Patent Number:	6682429
Patent Number:	6279221
Patent Number:	6527644
Patent Number:	6422947
Patent Number:	9631676
Patent Number:	8231475
Patent Number:	8038540
Patent Number:	8544591
Patent Number:	8075218
Patent Number:	9709100
Patent Number:	8382595
Patent Number:	7047622
Patent Number:	6702508
Application Number:	15248410
Application Number:	15246579
Patent Number:	6193612

PATENT

CORRESPONDENCE DATA**Fax Number:** (312)984-3150*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.***Phone:** 312-984-3106**Email:** patents@bfkn.com, trademarks@bfkn.com,
david.bluestone@bfkn.com**Correspondent Name:** DAVID H. BLUESTONE**Address Line 1:** 200 WEST MADISON STREET, SUITE 3600**Address Line 2:** BARACK FERRAZZANO KIRSCHBAUM & NAGELBERG**Address Line 4:** CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	NEAP-0073
NAME OF SUBMITTER:	DAVID H. BLUESTONE
SIGNATURE:	/s/ David H. Bluestone
DATE SIGNED:	01/22/2018

Total Attachments: 23

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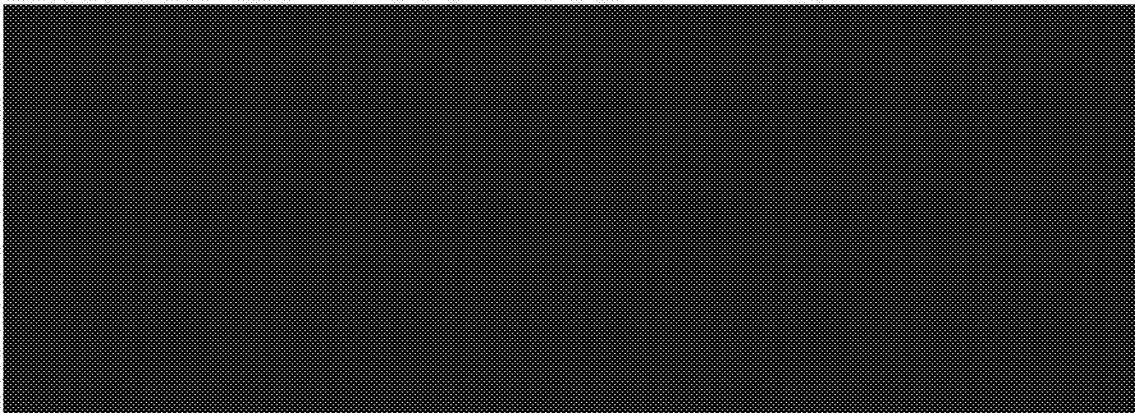
INTERCOMPANY INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intercompany Intellectual Property Transfer Agreement (this "*Agreement*"), is entered into and effective as of July 31, 2017 (the "*Effective Date*"), by and among Neapco Intellectual Property Holdings, LLC ("*IP Holdings*"), Neapco Holdings, LLC ("*Holdings*") Neapco Drivelines, LLC ("*Drivelines*"), Neapco Components, LLC ("*Components*"), Neapco Group de Mexico S. de R.L. de C.V. ("*Neapco Group Mexico*"), Neapco Mexico S. de R.L. de C.V. ("*Neapco Mexico*"), Neapco Drivelines (Shanghai) Co., Limited ("*Neapco Shanghai*") and Neapco Europe GmbH ("*Neapco Europe*", and together with Holdings, Drivelines, Components, Neapco Group Mexico, Neapco Mexico, Neapco Shanghai and Neapco Europe, each a "*Neapco Affiliate*", and collectively the "*Neapco Affiliates*"). IP Holdings and each of the Neapco Affiliates shall each be referred to herein as a "*Party*" and collectively as the "*Parties*."

The Parties desire to evidence their understanding, as more fully set forth in this Agreement with respect to the assignment and licensing of certain technical information and intellectual property.

Therefore, the Parties agree as follows:

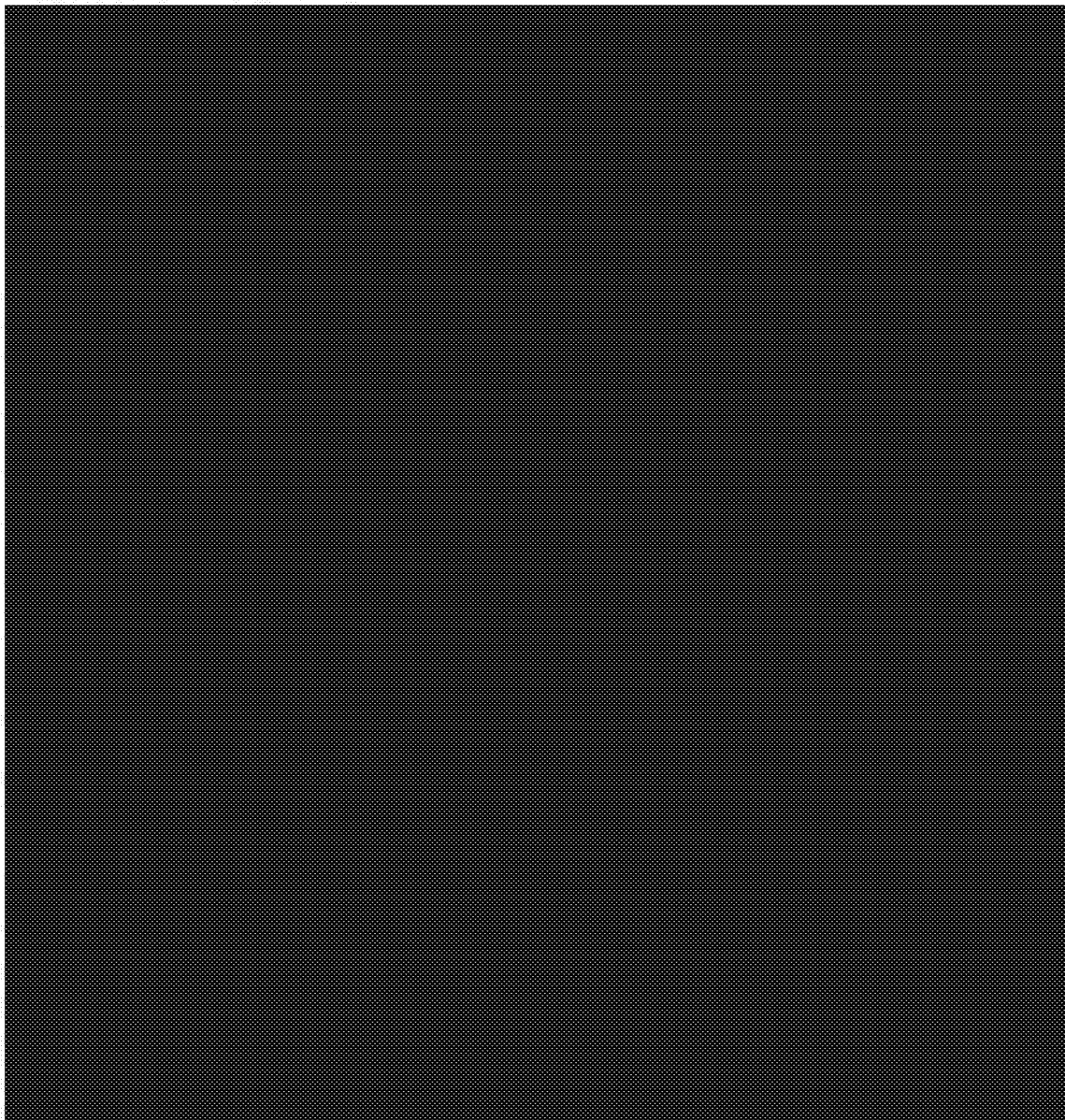
I. DEFINITIONS

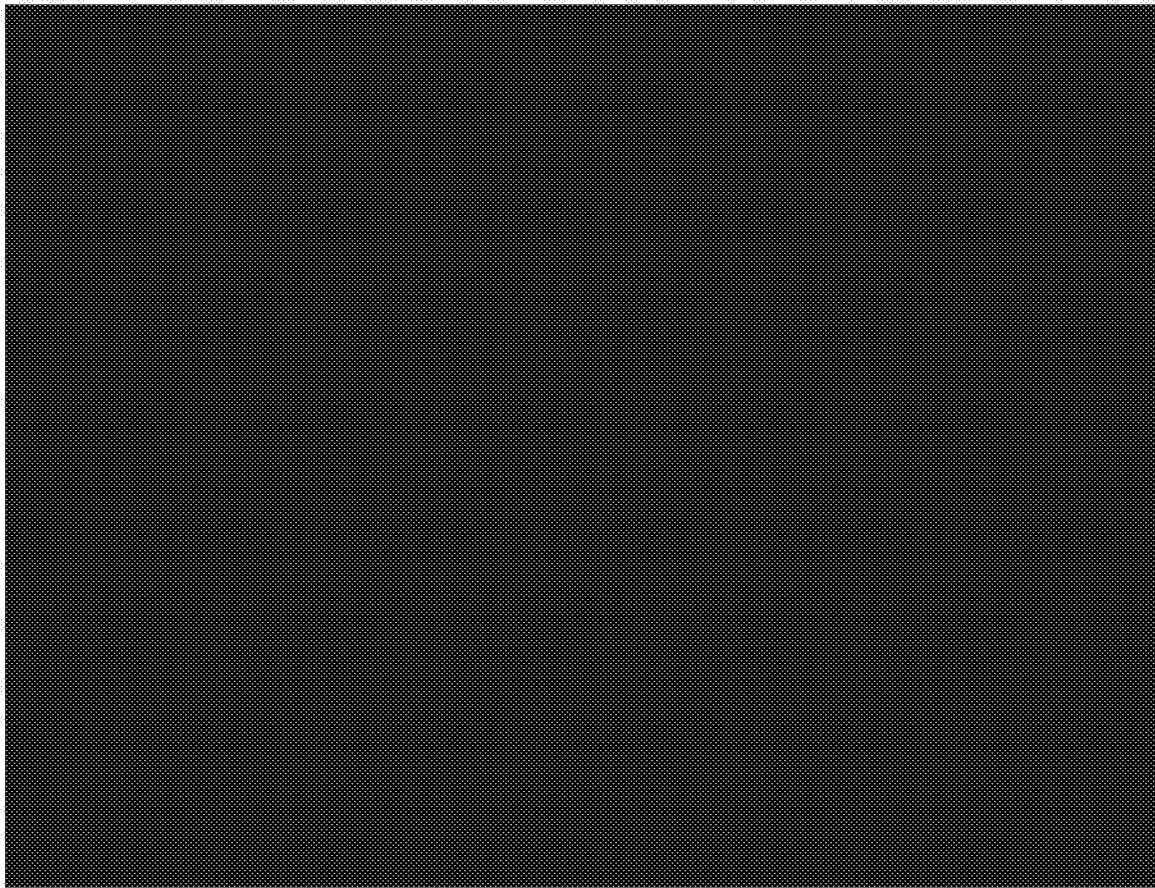


(b) "*Intellectual Property*" means any and all proprietary and intellectual property rights, under the law of any jurisdiction, including both statutory and common law rights, whether acquired, authored, invented, discovered, created, generated or otherwise developed in whole or in part on, before, or after the Effective Date, and including, without limitation: (i) utility models, supplementary protection certificates, statutory invention registrations, patents and applications for same, and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof; (ii) copyrights, moral rights, other rights in works of authorship and registrations and applications for registration of the foregoing; (iii) rights in trade secrets, know-how, and rights in confidential information, including designs, concepts, compilations of information, methods, techniques, procedures, processes, whether or not patentable or copyrightable; (iv) any trademarks, service marks, trade names, slogans, logos, trade dress or other indicia of source (including any goodwill associated with the foregoing), along with any registrations or applications for registrations thereof; and (v) domain names and social media platforms. Schedules of the Neapco Intellectual Property are attached hereto as Exhibits 1 – 5, respectively.

2. ASSIGNMENT

Each Neapco Affiliate hereby assigns, conveys, and transfers to IP Holdings, and IP Holdings hereby accepts such assignment, conveyance, and transfer of, such Neapco Affiliate's entire right, title, and interest in and to such Neapco Affiliate's Intellectual Property, together with the right to sue for and recover damages, lost profits, and relief for, any and all past, present, and future infringement, misappropriation, the goodwill associated with any of the foregoing and/or violation of any rights in any of such Neapco Affiliate's Intellectual Property. The Intellectual Property of each Neapco Affiliate assigned, conveyed and transferred to IP Holdings pursuant to this **Section 2**, together with the Intellectual Property of IP Holdings listed on Exhibit 6, shall collectively be referred to herein as the "*Neapco Intellectual Property*".





5. OWNERSHIP OF INTELLECTUAL PROPERTY

(a) Each Neapco Affiliate acknowledges and agrees that IP Holdings is the owner of all rights in the Neapco Intellectual Property, that all use of the Neapco Intellectual Property by such Neapco Affiliate, including its sublicensees, shall inure to the benefit of IP Holdings and that upon termination of this Agreement, all rights in the Neapco Intellectual Property, including the goodwill connected with any of the trademarks used in connection with this Agreement, shall remain the property of IP Holdings.

(b) During the term of this Agreement, each Neapco Affiliate agrees to do all things and execute all documents reasonably requested from time to time by IP Holdings necessary or desirable to register or maintain the registration of the Neapco Intellectual Property.

(c) During the term of this Agreement, each Neapco Affiliate shall have the right to prepare and file applications for registrations containing the Neapco Intellectual Property that such Neapco Affiliate uses or intends to use in connection with its business, provided that all applications will be prepared in the name of IP Holdings as owner and applicant. Each Neapco Affiliate shall have the right during the term of this Agreement to register its own corporate name and domain names incorporating the Neapco Intellectual Property; provided that all applications will be prepared in the name of IP Holdings as owner / applicant unless prohibited by any state, regulation, policy or law. If prohibited by any state, regulation, policy or law, then any such corporate name or domain name registrations may be registered in the name of such Neapco Affiliate but must be assigned or transferred to IP Holdings or any entity designated by IP

Holdings as soon as legally possible.

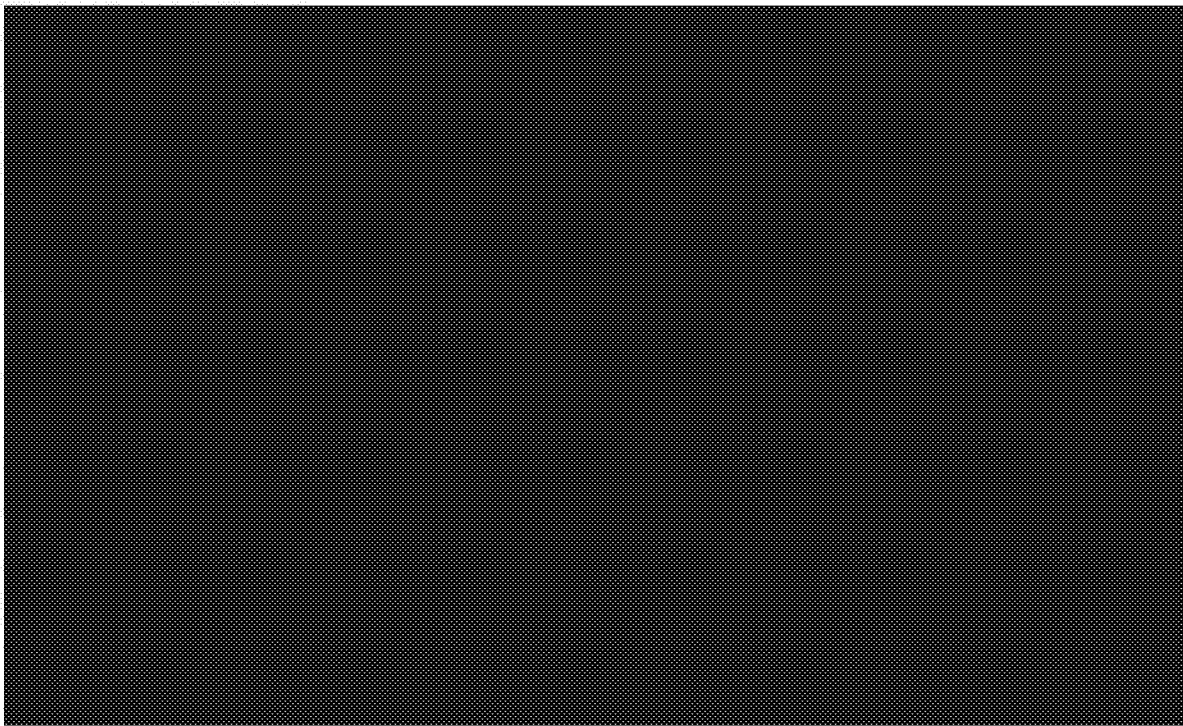
(d) Each Neapco Affiliate admits enforceability and validity of the Neapco Intellectual Property and agrees to take no action or assist others in taking action to contest ownership, enforceability or validity of the Neapco Intellectual Property.

(e) The Parties acknowledge and agree that all costs for obtaining and maintaining registrations shall be borne by the Party owning the application or registration.

(f) Each Neapco Affiliate shall notify IP Holdings of any infringement or potential infringement of any of the Neapco Intellectual Property. Either IP Holdings or the applicable Neapco Affiliate individually, or both IP Holdings and such Neapco Affiliate jointly, may bring an infringement action after consulting with the other. If both such Parties do not jointly bring an infringement action, the Party not bringing the action shall cooperate with the Party bringing the action.

(g) In the event of any claims or suit for infringement being made or brought against a Neapco Affiliate by reason of its use of the Neapco Intellectual Property, such Neapco Affiliate shall promptly give notice thereof to IP Holdings, and such Neapco Affiliate shall fully cooperate in taking such action, at the expense of IP Holdings, as IP Holdings deems in its best interests.

(h) Cooperation involving the Neapco Intellectual Property shall include, but not be limited to, promptly making available to IP Holdings or its authorized nominee all of each Neapco Affiliate's files, records and other information pertaining to the purchase, processing, manufacture, packaging, distribution, advertising and sale of licensed products and licensed services relevant to the then current infringement issue.



7. MISCELLANEOUS

(a) Amendments. The written provisions contained in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and constitute the sole and entire agreement made between the Parties concerning the Neapco Intellectual Property and Confidential Information and supersedes and cancels all prior and contemporaneous negotiations, representations, understandings or agreements, whether written or oral. Any modifications of this Agreement shall not be valid unless made in writing and signed by each of the Parties.

(b) Waiver. The waiver by any Party of a breach of any provision of this Agreement by any other Party shall not operate or be construed as a waiver of any other or subsequent breach by such Party.

(c) Notices. All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, or upon receipt, if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, to the following addresses, or to such address as the Parties may provide to each other in writing from time to time:

Notices to IP Holdings:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Holdings:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Drivelines:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Components:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Neapco Group Mexico:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Neapco Mexico:

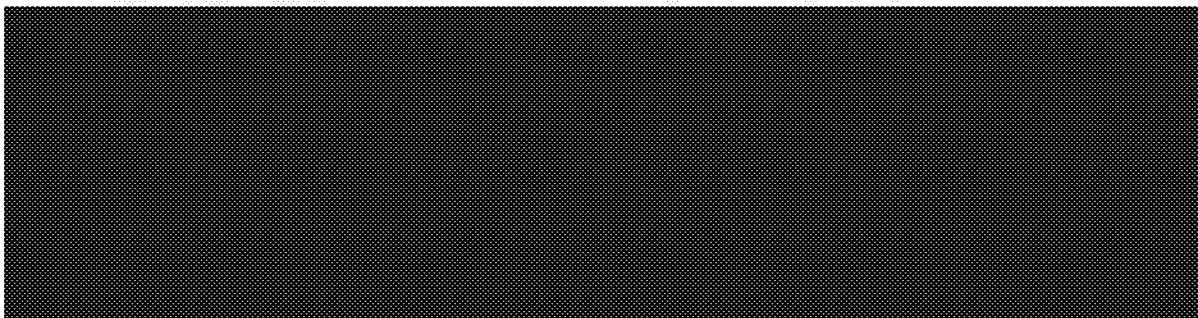
Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Neapco Shanghai:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

Notices to Neapco Europe:

Attention: Chief Financial Officer
38900 Hills Tech Drive; Farmington Hills, MI 48331

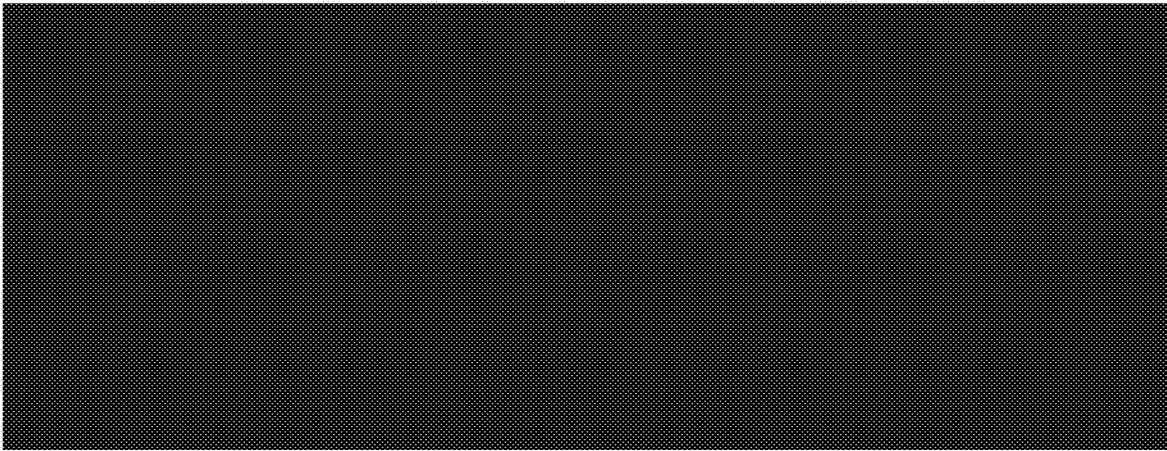


(e) Interpretation. The Parties acknowledge and agree that the terms and conditions of this Agreement, including those relating to allocations of, releases from, exclusions against and limitations of liability, have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement it has relied solely on its own judgment, belief, and knowledge, and such advice as it may have received from its own counsel, and it has not been influenced by any representation or statements made by any other Party or such Party's counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provision. The Parties agree to look solely to each other with respect to performance of this Agreement. IP Holdings may have portions of its obligations performed by its affiliates or their employees, in which event IP Holdings shall be responsible for and each Neapco Affiliate shall look solely to IP Holdings as if such obligations were performed by IP Holdings hereunder.

(f) Severability. In the event that any portion or all of this Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to amend the commercial and other terms of this Agreement in order to affect the intent of the Parties as set forth in this Agreement.

(g) Construction. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly dictates otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The terms "include," "includes" or "including" shall mean "including without limitation." The words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The headings in this Agreement are for convenience only and will not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(h) Assignment. IP Holdings may freely assign or transfer this Agreement (or any of its rights and obligations hereunder) to any person or entity in its sole discretion. No Neapco Affiliate may assign or transfer this Agreement (or any of its rights and obligations hereunder), in whole or part, to any person or entity, without IP Holdings' prior written consent, which may be granted or withheld, in IP Holdings' sole discretion. Any purported assignment or transfer of this Agreement, in whole or part, other than as set forth in this Section 7(i) shall be null and void.



(k) Governing Law. This Agreement shall be governed by the laws of the State of Michigan, exclusive of any provisions thereof which reference the laws of other states or jurisdictions.

(l) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., e-mailed PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.

(m) Authority to Enter into Agreement. The Parties and their representatives signing this Agreement hereby acknowledge and represent that the individuals signing this Agreement are duly authorized agents of the Parties hereto and are authorized and have full authority to enter into this Agreement on behalf of the Parties for whom they are signing. By executing this Agreement, each of the Parties acknowledges that it has read this Agreement and understands its terms and provisions.

(n) Partial Invalidity. The invalidity of any provision of this Agreement shall not impair or affect the validity of the remaining portions hereof, and this Agreement shall be construed as if such invalid provision had not been included herein.

(p) Independent Legal Advice. The Parties acknowledge that they have been advised or had the opportunity to be advised by their own independently selected counsel and other advisors in connection with this Agreement and enter this Agreement solely on the basis of that advice and on the basis of their own independent investigation of all of the facts, laws and circumstances material to this Agreement, and not in any manner or to any degree based upon any statement or omission by any other Party and/or its counsel.



... This Agreement has been signed by the duly authorized representatives of the Parties as of the Effective Date.

Neapco Intellectual Property Holdings, LLC

By: [Signature]
Name: Gregory J. Andersson
Title: CFO

Neapco Group de Mexico S. de R.L. de C.V.

By: [Signature]
Name: G.E. Coster
Title: COO

Neapco Holdings, LLC

By: [Signature]
Name: G.E. Coster
Title: COO

Neapco Mexico S. de R.L. de C.V.

By: [Signature]
Name: G.E. Coster
Title: COO

Neapco Drivelines, LLC

By: [Signature]
Name: G.E. Coster
Title: COO

Neapco Drivelines (Shanghai) Co., Limited

By: [Signature]
Name: G.E. Coster
Title: COO

Neapco Components, LLC

By: [Signature]
Name: G.E. Coster
Title: COO

Neapco Europe GmbH

By: [Signature]
Name: G.E. Coster
Title: COO

claims, suits, damages, liabilities, costs and expenses (whether based on tort, breach of contract, patent infringement, product liability or otherwise), including, but not limited to court costs and reasonable attorneys' fees, arising out of or based on (i) the breach of any representation, warranty or obligation under this Agreement; (ii) any act, omission or negligence with respect to the performance of its obligations to third parties arising in connection with the activities contemplated under this Agreement; (iii) any use of the Neapco Intellectual Property not in accordance with this Agreement; or (iv) any materials provided to any Neapco Affiliate by IP Holdings expressly for use in connection with the licensed goods as contemplated by this Agreement.

This Agreement has been signed by the duly authorized representatives of the Parties as of the Effective Date.

Neapco Intellectual Property Holdings, LLC

Neapco Group de Mexico S. de R.L. de C.V.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Neapco Holdings, LLC

Neapco Mexico S. de R.L. de C.V.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Neapco Drivelines, LLC

Neapco Drivelines (Shanghai) Co., Limited

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Neapco Components, LLC

Neapco Europe GmbH

By: _____

By: 

Name: _____

Name: FEMTO U / ESEK

Title: _____

Title: MS 70

(utility models, supplementary protection certificates, statutory invention registrations, patents and applications for same, and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof)

Exhibit 1

Holdings:

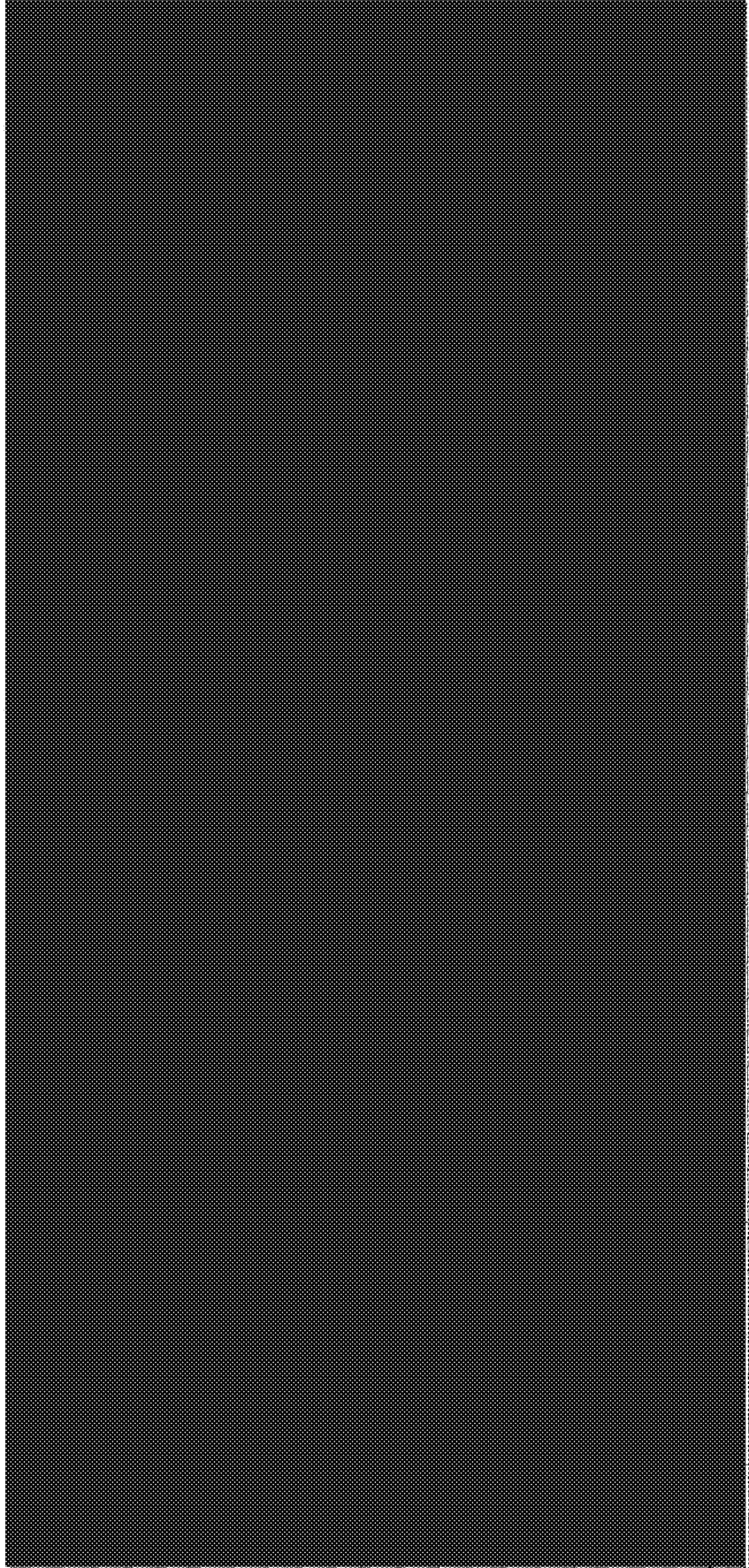
Drivelines:

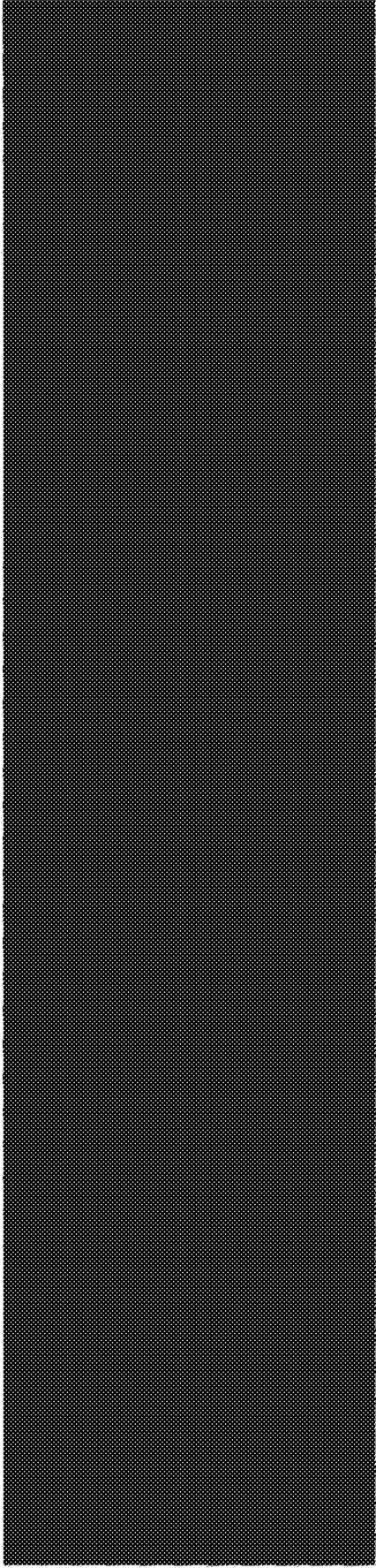
Region or Country	Title Mult Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States		A shaft to transfer torque in a vehicle	Active (Received Nov. 2015)	10-077215	02/15/02	04/11/06		US 7025167		02/15/22	Szalov, Nigors, Golombewski,	Neapco Drivelines
United States		Shaft with a venting system	Active	10-172,538	06/13/02	01/27/04		US 6682439		06/13/22	Kabanaru, Gappa, Parker	Neapco Drivelines
United States		Shaft spline having a strength-side tooth	Active	10-128023	04/18/02	03/16/04		US 6709949		04/18/22	Glowacki, Golombewski	Neapco Drivelines
United States		Vehicle drivetrain (Aluminum Anodized SH)	Active (Received Apr. 2015)	09/894571	06/28/01	03/04/03		US 6527644		06/28/21	Glowacki, Golombewski	Neapco Drivelines
United States		Driveshaft bearing assembly (class welded)	Active (Received Apr. 2015)	09-302687	02/11/09	07/23/02		US 6442947		02/11/20	Kelly, Parker, Golombewski	Neapco Drivelines

Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States		Vehicle drivshaft (Aluminum SFT)	Active (Revised Apr. 2015)	09/392148	09/08/99	08/28/01		US 6279221		09/09/19	Giswaki, Goldenhewski	Neapco Drivelines
United States		Collapseable drivshaft	Active	09/131353	08/10/98	02/27/01		US 6193612		08/10/18	Chang, Mahendru, Goldenhewski, Raleigh	Neapco

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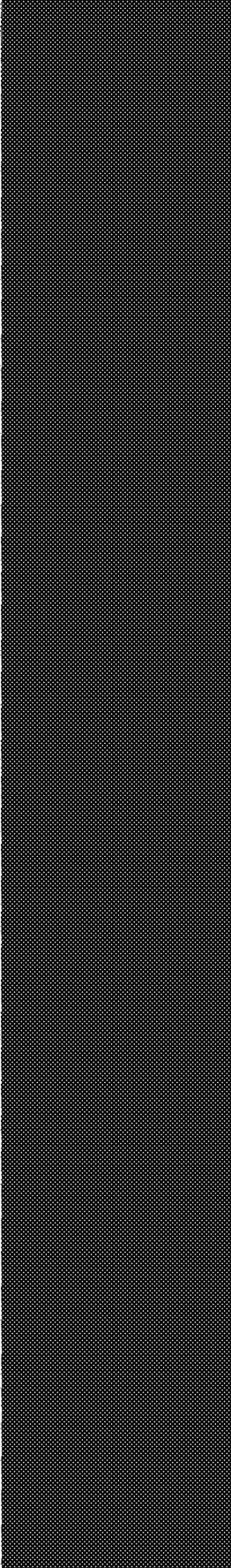
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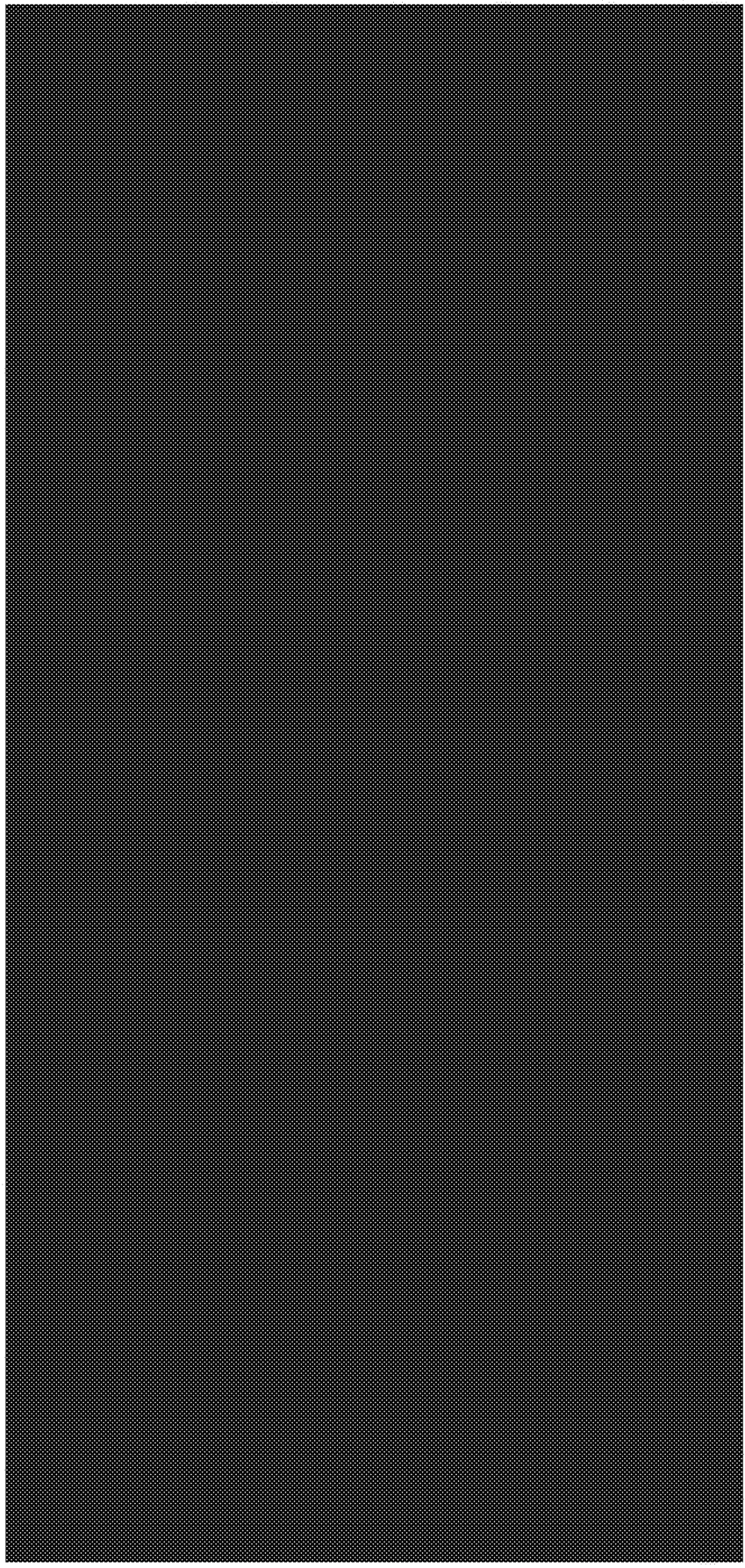
Components:

Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States		Torque limiting device	Active	12815271 61/080481	06/14/10	02/26/13		US 8392395		06/14/30	Lomberg	Naspo



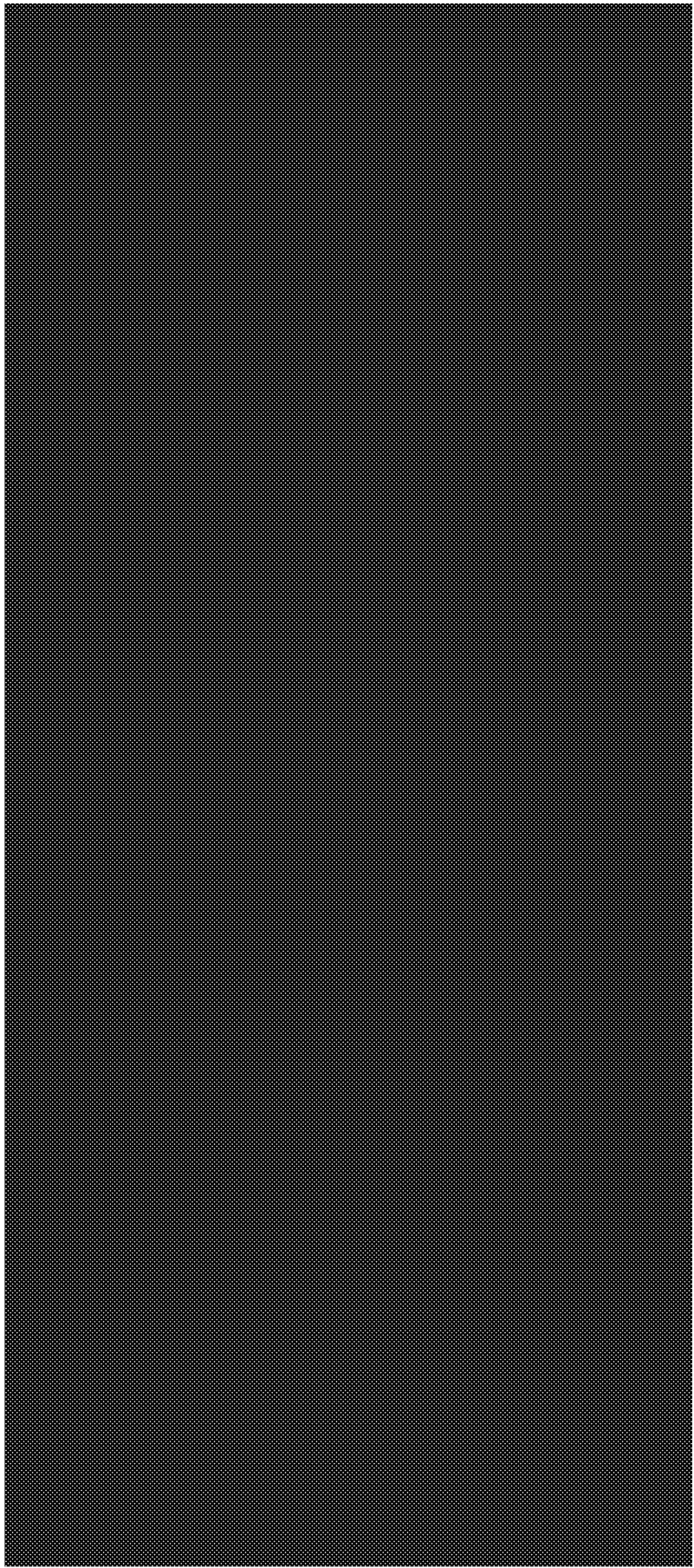
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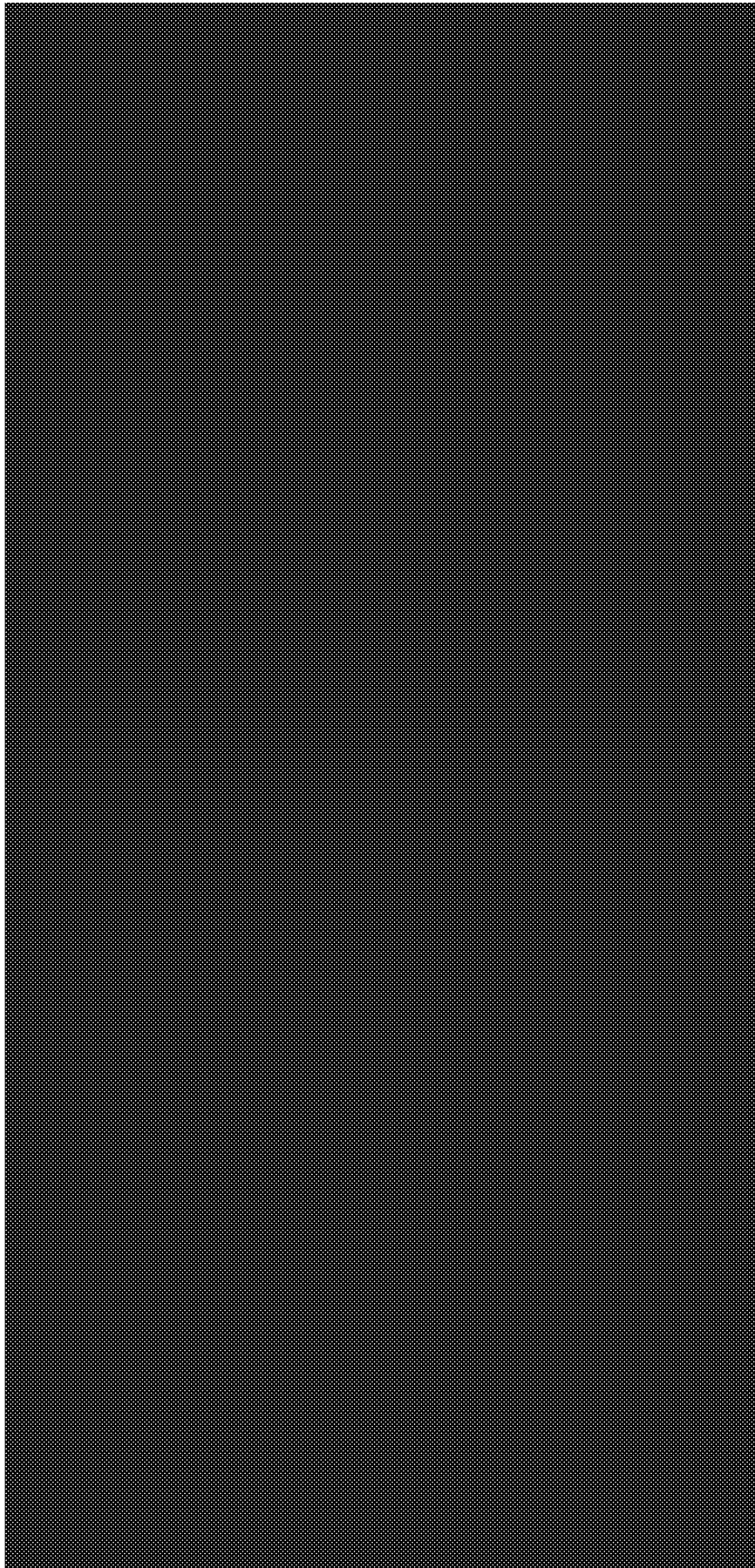
Neapco Europe

Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States	Method for manufacturing a shaft-hub connection	Method for manufacturing a shaft-hub connection	Granted	10/688,103	17.10.2003		7,047,632		5.23.2006	10.17.2013	ENGEL'S FRANK PETER, KROENER TRILLO, SIMONS KARL HENZ	Neapco Europe GmbH
United States	Mechanical Connection using non-circular inter-fitting components	Mechanical Connection using non-circular inter-fitting components	Granted	10/054,100	22.01.2002		6,702,508		09.03.2004	22.01.2012	HENZ, SVENSSON THOMAS	Neapco Europe GmbH

Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant Owner
United States	Prestressed Shaft and Hub Connection Having A Perfect Cone Shape	Prestressed shaft and hub connection having a perfect cone shape	Granted	US 11,994,876	07.01.2008		US 8,075,218		13.12.2011	12.7.2017	KROENER TRILLO	Nacpro Europe GmbH
United States	Improved Tuned Mass Damper for Rotating Shafts	Improved Tuned Mass Damper for Rotating Shafts	Granted	12/819,530	18.12.2008		US 8,038,540		18.10.2011	18.12.2028	FEICHTNER CHRISTIAN, HOERS LUTS, SCHWAR MARCO	Nacpro Europe GmbH

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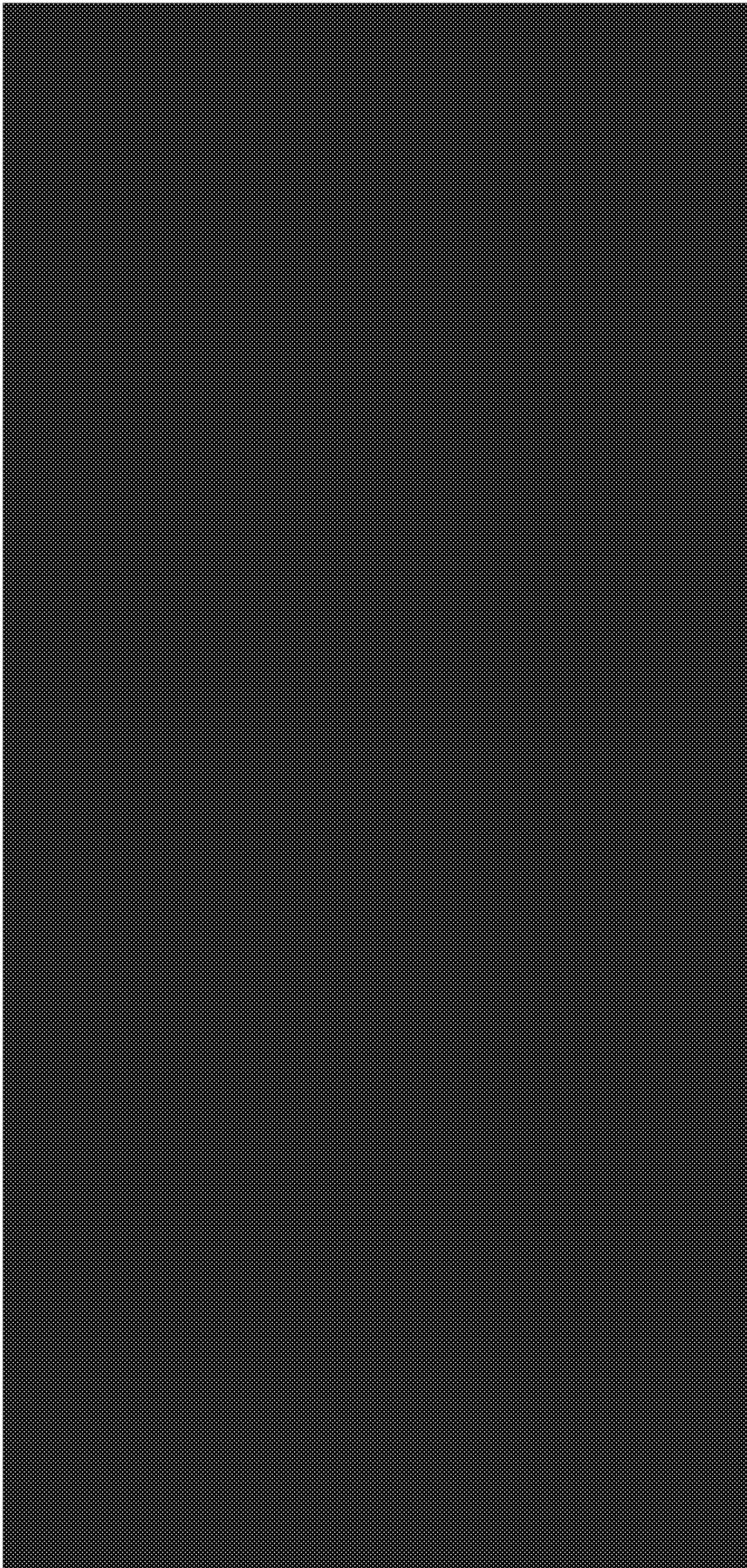


Region or Country	Title Main Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States	Bearing device for the vibration-decoupled rotatable support of an intermediate shaft on the engine block of a motor vehicle and method for the vibration-decoupled rotatable support of an intermediate shaft on the engine block of a motor vehicle	Bearing device for the vibration-decoupled rotatable support of an intermediate shaft on the engine block of a motor vehicle and method for the vibration-decoupled rotatable support of an intermediate shaft on the engine block of a motor vehicle	Granted	12/558,670	26.02.2008		8,544,591		01.10.2013	26.02.2028	BISKUP GLE, FELCHNER CHRISTIAN, HOEKS LUIS	Naspro Europe GmbH

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(CONTINUED)

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Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States	Gleichlaufdreigelenk mit verbesserten Montageeigenschaften	CV joint with mechanically efficient assembly properties	Granted	13-196,015	01.02.2010		8,231,475		31.07.2012	01.02.2030	FELCHNER, CHRISTIAN, SIMONS, KARL, HENZ, THEILE, LIVE	Neapco Europe GmbH

Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
United States	Tripodegelenk mit geringen Vibrationsbewegungsstärken	Tripod joint having low vibration inducing forces	Receipt of 1st Office Action	14/122,034	29.08.2012					29.06.2032	BOON ACHIM, ELLING MICHAEL, SIMONS KARL, HEINZ	Neapco Europe GmbH
United	Serration having an offset	Serration	Application	14/407,175	16.07.2013					16.07.2033	EELCHNER	Neapco

1/301355-66

Region or Country	Title Multi Language	Title English	Status	Application Number	Filing Date	Publication Date	Publication Number	Patent Number	Registration Date	Expiration Date	Inventor(s)	Applicant/Owner
States	construction point	having an offset construction point	filed								CHRISTIAN, HUBERTUS LOUIS JACQUES WOLFGANG	Europe GmbH

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