504979908 06/27/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5026654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
AUTOLIV ASP, INC.	04/01/2018

RECEIVING PARTY DATA

Name:	VEONEER US, INC.
Street Address:	26545 AMERICAN DRIVE
City:	SOUTHFIELD
State/Country:	MICHIGAN
Postal Code:	48034

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15622349

CORRESPONDENCE DATA

Fax Number: (248)641-0270

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: 248-641-1600 Email: kgaliotti@hdp.com

Correspondent Name: STEPHEN OLSON - HARNESS, DICKEY & PIERCE, P.L.C.

Address Line 1: 5445 CORPORATE DRIVE

Address Line 2: SUITE 200

TROY, MICHIGAN 48098 Address Line 4:

ATTORNEY DOCKET NUMBER:	8952AJ-000437-US
NAME OF SUBMITTER:	STEPHEN T. OLSON
SIGNATURE:	/STEPHEN T. OLSON/
DATE SIGNED:	06/27/2018

Total Attachments: 5

source=Autoliv_ASP_IP_Assign_w_Veoneer_US_EX#page1.tif source=Autoliv_ASP_IP_Assign_w_Veoneer_US_EX#page2.tif source=Autoliv_ASP_IP_Assign_w_Veoneer_US_EX#page3.tif source=Autoliv ASP IP Assign w Veoneer US EX#page4.tif source=Autoliv ASP IP Assign w Veoneer US EX#page5.tif

> **PATENT** REEL: 046215 FRAME: 0936

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INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This Intellectual Property Assignment and Transfer Agreement ("**IP Assignment**"), dated as of April 1, 2018 is made by Autoliv ASP, Inc., an Indiana corporation, located at 1320 Pacific Drive, Auburn Hills, Michigan 48326 ("**Autoliv ASP**"), in favor of Veoneer US, Inc. ("**Veoneer US**"), a Delaware corporation, located at 26545 American Drive, Southfield, Michigan 48034.

WHEREAS, Autoliv, Inc. and Veoneer, Inc. are parties to that certain Master Transfer Agreement, dated as of April 1, 2018 (the "Master Transfer Agreement");

WHEREAS, pursuant to the Master Transfer Agreement, Autoliv Inc. has agreed to transfer, and Veoneer Inc. has agreed to acquire substantially all of the assets of the Veoneer Business (including, without limitation, Intellectual Property, Information, Technology, and Software included in the Veoneer Intellectual Property, in each case as defined in the Master Transfer Agreement) from the Autoliv Group (as defined in the Master Transfer Agreement), for the consideration and on the terms provided therein;

WHEREAS, to implement the Master Transfer Agreement, Autoliv ASP and Veoneer US are parties to that certain Asset Transfer Agreement, dated as of April 1, 2018, to govern the terms of the transfer of all assets of the Veoneer Business and certain liabilities from Autoliv ASP and Veoneer US (the "US Asset Transfer Agreement");

WHEREAS, in connection with the transactions contemplated by the Master Transfer Agreement and the US Asset Transfer Agreement and in accordance with the terms of such agreements, Autoliv ASP desires to assign to Veoneer US, and Veoneer US desires to assume from Autoliv ASP, all of Autoliv ASP's right, title and interest in and to the Assigned IP (as defined below), and to further assume all obligations of Autoliv ASP in connection with any and all existing license agreements under the Assigned IP; and

WHEREAS, under the terms of the Master Transfer Agreement, Autoliv ASP has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, the European Intellectual Property Office (the "EUIPO"), the World Intellectual Property Organization (the "WIPO"), and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Autoliv ASP hereby irrevocably conveys, transfers, and assigns to Veoneer US, and Veoneer US hereby accepts, all of Autoliv ASP's right, title, and interest in and to the following (the "Assigned IP"):
 - 1.1 the patents and patent applications set forth on <u>Schedule 1</u> hereto and all issuances, divisions, substitutes, renewals, reissues, continuing applications, conversions, reexaminations, extensions, and any resulting patents thereof (the "**Patents**");

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- 1.2 the trademark registrations and applications set forth on <u>Schedule 2</u> hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on <u>Schedule 2</u> hereto, the transfer of such applications accompanies, pursuant to the Master Transfer Agreement, the transfer of Autoliv ASP's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- 1.3 the Internet domain names set forth on <u>Schedule 3</u>, including the current registrations thereof with the registrars set forth on <u>Schedule 3</u> (the "**Domain Names**"), any other rights (including, but not limited to, trademark rights in any jurisdiction) Autoliv ASP may have in the Domain Names, including any goodwill associated therewith;
- all (a) copyrights in the works of authorship included in the Veoneer Intellectual Property (as defined in the Master Transfer Agreement), whether registered or unregistered, arising under any applicable law of the United States or any other countries, territories, and jurisdictions in the world any jurisdiction throughout the world or any treaty or other international convention; (b) registrations and applications for registration of such copyrights (if any), including, without limitation, the registrations and applications for registrations set forth on Schedule 4; and (c) issuances, extensions, and renewals of such registrations and applications (collectively, the "Copyrights");
- 1.5 all rights of any kind whatsoever of Autoliv ASP accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- 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;
- 1.7 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, 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; and
- 1.8 the complete prosecution files, including original registration certificates, for all Copyrights, Patents, and Trademarks in such form and medium as reasonably requested by Veoneer US together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are reasonably requested by Veoneer US to register, own, or otherwise use the Assigned IP, including any maintenance or renewal fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Copyrights, Patents, and Trademarks.

- 2. Recordation and Further Actions. Autoliv ASP hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, including, without limitation, the EUIPO and the WIPO, to record and register this IP Assignment upon request by Veoneer US. Following the date hereof, upon Veoneer US's reasonable request, and at Veoneer US's sole cost and expense, Autoliv ASP shall take such steps and actions, and provide such cooperation and assistance to Veoneer US 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Veoneer US, or any assignee or successor thereto.
- 3. Terms of the Master Transfer Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Master Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Autoliv ASP and Veoneer US with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Master Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Master Transfer Agreement, the US Asset Transfer agreement, any other Ancillary Agreement (as defined in the Master Transfer Agreement), and the terms of this Software Assignment, the following order of precedence shall govern: (a) the US Asset Transfer agreement; (b) this Software Assignment; and (c) the Master Transfer Agreement.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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. <u>Successors and Assigns</u>. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

PATENT REEL: 046215 FRAME: 0939 IN WITNESS WHEREOF, the parties have caused this IP Assignment to be executed by their duly authorized representatives.

Autoliv ASP, Inc.

By: Www. V

Title: Authorized Representative

Veoneer US, Inc.

By:

Name: Aaron Schaal

Title: Authorized Representative

P71935-US-01	01/19/2017	System and Method for Automatic Trailer Detection	US15410621	
P71935-WO1	01/22/2018	SYSTEM AND METHOD FOR AUTOMATIC TRAILER DETECTION	PCT/US18/14625	
P71946-US-01	06/14/2017	STROKE SENSOR ASSEMBLY	US15/622349	
P71952-US-01	09/08/2016	Determine Park Angle With Dynamic Host	US62/384911	
P71952-WO-01	08/30/2017	IMPROVED DETECTION OF A TARGET OBJECT UTILIZING AUTOMOTIVE RADAR	PCTUS2017/049416	
P71973-US-01	02/22/2017	CONTROL SYSTEM FOR REMOVABLE SEAT WITH INTEGRATED OCCUPANT RESTRAINT	US15/439483	
P71974-US-01	07/07/2017	SYSTEM AND METHODS FOR RESOLVING VELOCITY AMBIGUITY IN AN AUTOMOTIVE RADAR SYSTEM	US15/643636	
P71975-US-01	12/20/2016	RAIN ANTENNA CAMERA INTEGRATION CONCEPT	US15/384916 US9871290	01/16/2018
P71975-WO1	12/14/2017	RAIN ANTENNA CAMERA INTEGRATION CONCEPT	PCT/US17/66356	
P71979-US-01	01/19/2017	DIRECT DETECTION LIDAR SYSTEM AND METHOD WITH STEP-FM PULSE BURST ENVELOPE MODULATION AND QUADRATURE DEMODULATION	US15/410158	
P71987-US-01	12/20/2016	INTEGRATED CAMERA AND COMMUNICATION ANTENNA	US15/384984	
P71987-WO1	12/14/2017	INTEGRATED CAMERA AND COMMUNICATION ANTENNA	PCT/US17/66372	
P71988-US-01	12/20/2016		US15/385050	
P72001-US-01	07/17/2017	TRAFFIC ENVIRONMENT ADAPTIVE THRESHOLDS	US15/651287	
P72032-US-01	04/11/2017	GPS POSITIONING SYSTEM ENHANCED WITH DR + MAP DATA	US15/484341	
P72032-WO1	13/03/2018	GLOBAL NAVIGATION SATELLITE SYSTEM VEHICLE POSITION AUGMENTATION UTILIZING MAP ENHANCED DEAD RECKONING	PCT/US18/22191	
P72037-US-01	09/29/2016		US15/280454	
P72037-WO-01	09/29/2016	Autonomous Vechicle Modular Architecture	PCTUS2016/054466	
P72060-JP1		SYSTEM AND METHOD FOR CONFIGURING AT LEAST ONE SENSOR SYSTEM OF A VEHICLE		
P72060-US-01	04/27/2017	SYSTEM AND METHOD FOR CONFIGURING AT LEAST ONE SENSOR SYSTEM OF A VEHICLE	US15/499298	
P72072-US-01	05/23/2017	APPARATUS AND METHOD FOR DETECTING ALIGHNMENT OF SENSOR IN AN AUTOMOTIVE DETECTION SYSTEM	US15/602590	
P72084-US-01	12/18/2017	AUTOMATIC RADAR ALIGNMENT BASED ON MOVING OBJECTS	US15/845286	
P72094-US-01	03/22/2018	Sensor Plausibility using GPS Road Information	US15/928802	
P72095-US-01	03/23/2018	LOCALIZATION BY VISION	US15/933472	
P72096-US-01	03/23/2018	LOCALIZATION BY LIGHT SENSORS	US15/933524	
P/211/-US-01	09/20/2017	DIRECT DETECTION LIDAR SYSTEM AND METHOD WITH SYNTHETIC DOPPLER PROCESSING	US15//08412	
P72122-US-01	11/15/2017	SCANNING LIDAR SYSTEM AND METHOD WITH SPATIAL FILTERING FOR REDUCTION OF AMBIENT LIGHT	US15/813404	
P72125-US-01	10/11/2017	SCANNING LIDAR SYSTEM AND METHOD WITH SOURCE LASER BEAM SPLITTING APPARATUS AND METHOD	US15/730242	
P72129-US-01	02/13/2018	SCANNING LIDAR SYSTEM AND METHOD	US15/895460	
P72130-US-01	08/07/2017	SYSTEM AND METHOD FOR INTERFERENCE DETECTION IN A RF RECEIVER	US15/670448	
P72131-US-01	06/05/2017	VEHICLE FASCIA RADAR STRUCTURES AND ASSEMBLIES	US15/614282	

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RECORDED: 06/27/2018 REEL: 046215 FRAME: 0941