# 505281397 01/16/2019

# **PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5328171

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
SIEMENS AKTIENGESELLSCHAFT	02/15/2018

## **RECEIVING PARTY DATA**

Name:	SIEMENS MOBILITY GMBH	
Street Address:	OTTO-HAHN-RING 6	
City:	MUENCHEN	
State/Country:	GERMANY	
Postal Code:	D-81739	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	D676375
Patent Number:	D683645
Patent Number:	D707197
Patent Number:	D753684
Patent Number:	D806097
Patent Number:	D806098
Patent Number:	D806099
Patent Number:	D771071

### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Address Line 4: HOLLYWOOD, FLORIDA 33022-2480

ATTORNEY DOCKET NUMBER:	D676375 - DESIGN PATENTS
NAME OF SUBMITTER:	RALPH E LOCHER
SIGNATURE:	/ralph e locher/

PATENT 505281397 REEL: 048033 FRAME: 0132

Total Attachments: 4
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source=2010M02148-signed-assign-design-patents#page4.tif

#### DESIGN PATENT ASSIGNMENT AGREEMENT

This Design Patent Assignment Agreement (this "Assignment"), dated as of June 1, 2018 (the "Effective Date"), is made by and between Siemens Aktiengesellschaft, a corporation organized and existing under the laws of Germany ("Assignor"), and Siemens Mobility GmbH, a corporation organized and existing under the laws of Germany ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 15, 2018 (the "Purchase Agreement"), and in connection therewith, Assignor is assigning the Assigned Patents to Assignee; and

WHEREAS, Assignor is the sole and exclusive owner of the design patents set forth on <u>Schedule</u> 1 attached hereto ("Assigned Patents") and desires to assign, transfer, convey and deliver to Assignee, inter alia, all of the worldwide right, title, and interest in and to the Assigned Patents and the inventions/designs disclosed therein pursuant to this Assignment.

WHEREAS, Assignee is desirous of acquiring all of the worldwide right, title and interest in and to the Assigned Patents and the inventions/designs disclosed therein;

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration contained in the Purchase Agreement and herein, and expressly subject thereto, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agrees as follows:

- Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, throughout the world and in perpetuity, any and all of Assignor's right, title and interest in and to all of the Assigned Patents and the inventions/designs and improvements disclosed therein, including: (i) all rights pursuant to 35 U.S.C. § 100 et. seq., the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding and all other foreign statutes and laws that apply to any national or international applications that are related thereto, and (ii) all patents or patent applications that, directly or indirectly, claim priority to the Assigned Patents and/or for which any of the foregoing forms a basis for priority pursuant to 35 U.S.C. §§ 120 or 119(e) (or the equivalent laws or regulations of any other governmental patent authority anywhere in the world), including any and all continuation, divisional and continuation-in-part applications of any of the foregoing; and (iii) all reissues, renewals, revivals, reexaminations, and extensions of any of the foregoing; and (iv) all past, present and future causes of action (whether currently pending, filed, or otherwise) and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and (v) all rights to collect royalties or fees (excluding royalties or other payments paid to and received by Assignor prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions.
- 2. Recordation of Assignment. This Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to manage the files related to and to issue patents on the applications included in the Assigned Patent Rights, to issue patents on the applications included in the Assignment herein and to issue all Letters Patent, patents, certificates of invention, utility models or other governmental grants or issuances

for the inventions/designs disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein. The Assignor will, without further consideration, execute all instruments and documents and do all such additional acts and things as Assignee may in its absolute discretion consider necessary or desirable to enable Assigned Patents or any other form of protection to be issued with respect to Assigned Patents and the inventions/designs disclosed therein in any part of the world, and enable or assist Assignee to effect, evidence, record and perfect the assignment and recordation of the rights being assigned hereunder.

- 3. <u>Further Assurances</u>. Each of the parties hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents, as may be reasonably requested by the other parties to effectuate the purposes of this Assignment.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 5. <u>Amendments and Waivers.</u> If the issue date and/or patent number of any of the Assigned Patents is unknown at the time this agreement is executed, Assignor does hereby authorize Assignee's attorneys to insert on this Assignment the issue date and patent number of said patent when known. No other amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and each Assignor.
- 6. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date of this Assignment.

Title: both authorized officers

Siemens Aktiengesellschaf	ì
By: Lu Jan	N. I.S.L. Zedenor
Name: Zirkel	Rubik-Beierlorzer
Title: both authorized office	rs
Siemens Mobility GmbH	
By: <u>V</u>	iv Milsaul
Name: Johne	Milzarek

# Transfer of rights Siemens Aktiengesellschaft >> Siemens Mobility GmbH

Internal file number	Filing date	Application number	Registration date	Registration number
2010M02148 US	27.09.2010	29/375,731	19.02.2013	D676375
2011M11711 US	05,12,2011	29/407,921	04.06.2013	D683645
2011M25360 US	11.05,2012	29/420,708	17.06.2014	D707197
2012M11620 US	14.12.2012	29/439,737	12.04.2016	D753684
2012M11620 U501	14.12.2012	29/533,053	26.12.2017	D806097
2012M11620 US02	14.12.2012	29/533,054	26.12.2017	D806098
2012M11620 US03	14.12.2012	29/533,056	26.12.2017	D806099
2014M19050 US	16.03.2015	29/520,549	08.11.2016	D771071

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**RECORDED: 01/16/2019**