

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT5331007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SIEMENS AKTIENGESELLSCHAFT	06/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SIEMENS MOBILITY GMBH
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<b>City:</b>	MUENCHEN
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	8033381739
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8635904
<b>Application Number:</b>	16072743
<b>Application Number:</b>	15228015
<b>Application Number:</b>	16056761
<b>Application Number:</b>	15977156
<b>CORRESPONDENCE DATA</b>	
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<b>Phone:</b>	212-883-4900
<b>Email:</b>	bmetzler@cozen.com
<b>Correspondent Name:</b>	COZEN O'CONNOR
<b>Address Line 1:</b>	277 PARK AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10172
<b>ATTORNEY DOCKET NUMBER:</b>	5029-0
<b>NAME OF SUBMITTER:</b>	THOMAS C. PONTANI
<b>SIGNATURE:</b>	/Thomas C. Pontani/
<b>DATE SIGNED:</b>	01/17/2019
<b>Total Attachments: 4</b> source=5029-932-assign#page1.tif	

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## PATENT ASSIGNMENT AGREEMENT

This 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 patents set forth on Schedule 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 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 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:

1. 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 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 Assigned Patents and record the assignment herein and to issue all Letters Patent, patents, certificates of invention, utility models or other governmental grants or issuances

for the inventions 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 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. Further Assurances. 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. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Amendments and Waivers. 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. Counterparts. 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.

**Siemens Aktiengesellschaft**

By: *M. Zirkel* *M. Rubik-Beierlorzer*

Name: Zirkel Rubik-Beierlorzer

Title: both authorized officers

**Siemens Mobility GmbH**

By: *M. Jöhre* *M. Milzarek*

Name: Jöhre Milzarek

Title: both authorized officers

Transfer of rights Siemens Aktiengesellschaft >> Siemens Mobility GmbH

Internal file number	Application number	Filing date	Grant number	Grant date
2011P05690 US	13/435,384	30.03.2012	8635904	28.01.2014
2015P22791WOUS	16/072,743	11.01.2017		
2015P07597 US	15/228,015	04.08.2016		
2015P23991 US	16/056,761	07.08.2018		
2017P01149 US	15/977,156	11.05.2018		