

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5406640

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EATON CORPORATION	07/28/2017
RECEIVING PARTY DATA		
Name:	EATON CUMMINS AUTOMATED TRANSMISSION TECHNOLOGIES LLC	
Street Address:	301 EAST MARKET STREET	
City:	INDIANAPOLIS	
State/Country:	INDIANA	
Postal Code:	46204	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16319088
CORRESPONDENCE DATA		
Fax Number:	(248)594-0610	
<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>		
Phone:	2485940600	
Email:	lwang@fishstewip.com, docketing@fishstewip.com	
Correspondent Name:	FISHMAN STEWART PLLC	
Address Line 1:	39533 WOODWARD AVE., STE. 140	
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48304	
ATTORNEY DOCKET NUMBER:	65856-0226	
NAME OF SUBMITTER:	PAUL M. RATZMANN	
SIGNATURE:	/Paul M. Ratzmann/	
DATE SIGNED:	03/06/2019	
Total Attachments: 10		
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of July 28, 2017 (the "Effective Date") by and between Eaton Corporation, an Ohio corporation ("Assignor") and Eaton Cummins Automated Transmission Technologies LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are each referred to in this Agreement as a "Party" and are collectively referred to in this Agreement as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Contribution and Equity Purchase Agreement, dated as of April 9, 2017, by and among Assignor, Assignee and the other parties thereto (the "Contribution Agreement"), the parties to the Contribution Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the domain names, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) and patents and patent applications set forth on Attachment A attached hereto (the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby grant, bargain, sell, transfer, convey, assign, alienate, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with the goodwill of the business in connection with which the trademarks are used as well as all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee or necessary to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

3. Entire Agreement. This Assignment, together with the Contribution Agreement, reflect the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the parties hereto regarding the subject matter of this Assignment and the Contribution Agreement.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the

benefit of the parties hereto and their respective successors and assigns.

5. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware (without giving effect to any principles of conflicts of law that would result in the application of the laws of any other jurisdiction).

6. Dispute Resolution. Any dispute relating to, or arising out of, any provision of this Agreement shall be resolved in accordance with Section 10.8 of the Contribution Agreement and Section 10.9 of the Contribution Agreement.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. Delivery of an executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement. Facsimile or e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

8. Contribution Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Contribution Agreement or any liability or obligation of the Assignor or Assignee arising under the Contribution Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

EATON CORPORATION

By: Jason A. Dougher

Name: Jason A. Dougher

Title: Authorized Representative

And By: Mary E. Huber

Name: Mary E. Huber

Title: Authorized Representative

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 28th day of July before me, the undersigned, personally appeared Gaaron Bloughen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 26, 2018

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 28th day of July before me, the undersigned, personally appeared Mary E. Bloughen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 26, 2018

ASSIGNEE:

**EATON CUMMINS AUTOMATED TRANSMISSION
TECHNOLOGIES LLC**

By: _____

Name: Lizbeth L. Wright

Title: Assistant Secretary of Eaton Corporation,
Member of the Assignee

And By: _____

Name: Trent M. Meyerhoefer

Title: Senior Vice President – Treasury of Eaton Corporation
Member of the Assignee

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 28th day of July before me, the undersigned, personally appeared Lizbeth L. Wright, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 25, 2018

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Ohio

SS:

COUNTY OF Cuyahoga

On this 28th day of July before me, the undersigned, personally appeared Trent M. Meyerhoefer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Debra Mae Gudowicz
Notary Signature and Seal

DEBRA MAE GUDOWICZ
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
Volume 107, Page 317
My commission expires Aug. 25, 2018

Attachment A

3. Patents and Patent Applications¹

¹ In case of inaccuracies in the titles, or conflicts between the titles and the numbers, the numbers control.

Redacted pages 8-10

Title	Country	Patent, Application or Publ. Number
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Power take-off drive gear thrust load canceling	U.S.	62/364581
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Redacted pages 12-13