

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5412742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADIANT US LLC	10/11/2018
RECEIVING PARTY DATA	
Name:	ADIANT AEROSPACE LLC
Street Address:	5400 CARILLON POINT
Internal Address:	BLDG 5000, FLOOR 4
City:	KIRKLAND
State/Country:	WASHINGTON
Postal Code:	98033
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15850806
CORRESPONDENCE DATA	
Fax Number:	(914)941-5855
<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:	9149415600
Email:	mandt@mcglewtuttle.com
Correspondent Name:	MCGLEW AND TUTTLE, P.C.
Address Line 1:	SCARBOROUGH PLAZA
Address Line 4:	SCARBOROUGH, NEW YORK 10510
ATTORNEY DOCKET NUMBER:	76114
NAME OF SUBMITTER:	JOHN JAMES MCGLEW
SIGNATURE:	/john james mcglew/
DATE SIGNED:	03/08/2019
Total Attachments: 7	
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EXISTING JOINT INTELLECTUAL PROPERTY ASSIGNMENT

This Existing Joint Intellectual Property Assignment (this "Assignment"), dated as of October 11, 2018, is between Adient US LLC, a Michigan limited liability company ("Adient"), The Boeing Company, a Delaware corporation ("Boeing," and each of Boeing and Adient, an "Assignor," and collectively, the "Assignors"), and Adient Aerospace, LLC, a Delaware limited liability company ("Assignee" or "Company"). Each of Boeing and Adient may also be referred to herein as a "JV Partner" and collectively, the "JV Partners." Each JV Partner (or Assignor) and the Company (or Assignee) are referred to herein as a "party" and collectively, the "parties."

PRELIMINARY STATEMENTS

WHEREAS, the JV Partners have entered into a Contribution Agreement (the "Contribution Agreement") that sets forth the terms and conditions pursuant to which the JV Partners will be making certain contributions into the Company and, contemporaneously with this Assignment, are entering into a Limited Liability Company Agreement (the "Operating Agreement"), pursuant to which the JV Partners will be forming the Company; and

WHEREAS, as part of the Initial Closing (as defined in the Contribution Agreement), the Contribution Agreement requires that the JV Partners and the Company enter into this Assignment, which constitutes a Transaction Agreement (as defined in the Contribution Agreement) under the Contribution Agreement and the Operating Agreement, pursuant to which the JV Partners will be contributing certain intellectual property jointly owned by the JV Partners pursuant to the Collaboration Agreement, dated July 7, 2016, between Adient plc and Boeing.

NOW, THEREFORE, in consideration of the terms set forth in the Contribution Agreement and the other Transaction Agreements, and other good and valuable consideration given by Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, Assignee and each Assignor agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Contribution Agreement, each Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of each Assignor in and to: (i) the trademarks, trademark registrations and applications therefor set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all common law and statutory trademark rights related to any item in the foregoing category (i); (iii) all renewals and extensions of any application, registration or filing related to any item in the foregoing category (i); (iv) all licenses for the use of any item in the foregoing categories (i), (ii) and (iii); (v) all rights to sue for any and all past, present and future infringement of any the foregoing and to retain any damages and profits due or accrued for any such past, present or future infringement; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Trademarks").

2. Assignment of Patents. Effective as of the date hereof, and pursuant to the Contribution Agreement, each Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of each Assignor in and to: (i) the patents and patent applications set forth in Schedule B hereto; (ii) all patents which may be granted from any divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, requests for continuing examination, registrations and extensions thereof claiming priority to any of the patents and patent applications set forth in Schedule B hereto; (iii) any foreign patents, patent applications and counterparts of any item in any of the foregoing categories (i) and (ii), including without limitation any certificate of invention, utility model, industrial design protection, and any other governmental grant or issuance of a similar nature; (iv) all rights to claim priority from any of the patents and patent applications set forth in Schedule B hereto; (v) all rights to sue for any and all past, present and future infringement of any the foregoing and to retain any damages and profits due or accrued for any such past, present or future infringement; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Patents").
3. Assignment of Copyrights. Effective as of the date hereof, and pursuant to the Contribution Agreement, each Assignor sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of each Assignor in and to: (i) the copyrights and copyright registrations set forth in Schedule C hereto, (ii) all extensions or renewals thereof, in each case whether published or unpublished, (iii) all rights to sue for any and all past, present and future infringement of any the foregoing and to retain any damages and profits due or accrued for any such past, present or future infringement; (iv) all rights corresponding to any of the foregoing throughout the world; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Copyrights").
4. Assignment of Other Intellectual Property. Effective as of the date hereof, and pursuant to the Contribution Agreement, each Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of each Assignor in and to: (i) the trade secrets, technology and other proprietary assets set forth in Schedule D hereto (the "Other IP"); (ii) all rights to sue for any and all past, present and future infringement or misappropriation of any the foregoing and to retain any damages and profits due or accrued for any such past, present or future infringement or misappropriation; (iii) all rights corresponding to any of the foregoing throughout the world; and (iv) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (collectively, the "Assigned Other IP," and together with the Assigned Trademarks, Assigned Patents, and Assigned Copyrights, collectively, the "Assigned IP").
5. Further Assurances. Each Assignor will promptly execute and deliver to Assignee any other documents and perform all actions necessary to complete the timely transfer of the Assigned IP to Assignee and, at Assignee's expense, sign all lawful papers, execute all applications, make all assignments and rightful oaths, and generally do everything reasonably requested by Assignee to aid Assignee, and its successors and assigns to obtain and enforce protection for the Assigned IP.
6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of each Assignor and Assignee.
7. Governing Law. This Assignment shall in all respects be governed by, and determined in accordance with, the laws of the State of Delaware, without regard to any choice of law or other rules or law that would require the laws or any other jurisdiction to apply.

8. Counterparts. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical 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 instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS

THE BOEING COMPANY

By: 

Name: Eileen Barrio

Title: IP Contracts Manager

ADIANT US LLC

By: _____

Name: Cathleen A. Ebacher

Title: Manager

ASSIGNEE

ADIANT AEROSPACE, LLC

By: _____

Name: Alan Wittman

Title: Chief Executive Officer

Signature Page to Existing Joint IP Assignment

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS

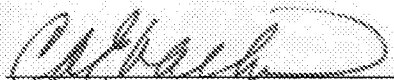
THE BOEING COMPANY

By: _____

Name: _____

Title: _____

ADIANT US LLC

By:  _____

Name: Cathleen A. Ebacher

Title: Manager

ASSIGNEE

ADIANT AEROSPACE, LLC

By: _____

Name: Alan Wittman

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS

THE BOEING COMPANY

By: _____

Name: _____

Title: _____

ADIANT US LLC

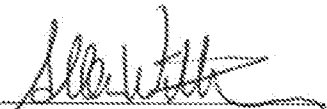
By: _____

Name: Cathleen A. Ebacher

Title: Manager

ASSIGNEE

ADIANT AEROSPACE, LLC

By:  _____

Name: Alan Wittman

Title: Chief Executive Officer

**SCHEDULE B
ASSIGNED PATENTS**

Adient#	State	Filing Date	Filing No.	Title	Status
16525/DE	DE	30-Jun-17	10 2017 211 113.5	Längseinstellvorrichtung für einen Sitz, insbesondere Fluggastsitz, sowie Sitz, insbesondere Fluggastsitz	pending
16525/WO	WO	5-Dec-17	PCT/EP2017/081443	Längseinstellvorrichtung für einen Sitz, insbesondere Fluggastsitz, sowie Sitz, insbesondere Fluggastsitz	pending
17045/WO	WO	3-Apr-17	PCT/EP2017/057891	A seat for a vehicle	pending
17046/EP	EP	3-Apr-17	17 164 640.9	A seat for vehicle	pending
17049/US	US	3-Apr-17	15/477,403	Airline seat and airline seatbelt system	pending
17050/EP	EP	3-Apr-17	17 164 649.0	A seat for vehicle	pending
17050/WO	WO	23-Mar-18	PCT/US2018/23972	Airline seat and airline seatbelt system	pending
17058/EP	EP	3-Apr-17	17 164 647.4	A seat for vehicle	pending
17058/WO	WO	23-Mar-18	PCT/US2018/23979	A seat for vehicle	pending
17069/EP	EP	3-Apr-17	17 164 637.5	Restraint system and method for operating same	pending
17069/WO	WO	23-Mar-18	PCT/US2018/23966	Restraint system and method for operating same	pending
17071/EP	EP	3-Apr-17	17 164 630.0	A drive unit for a vehicle seat	pending
17071/WO	WO	23-Mar-18	PCT/US2018/23993	A drive unit for a vehicle seat	pending
17072/DE	DE	21-Dec-17	DE 10 2017 223 514.4	Sensor calibration without end stops*	pending
17073/DE	DE	21-Dec-17	DE 10 2017 223 516.0	Air spring stiffness variation*	pending
17074/EP	EP	3-Apr-17	17 164 463.6	Longitudinal adjusting device for a vehicle seat, in particular for an airline seat, and vehicle seat, in particular airline seat	pending
17074/WO	WO	23-Mar-18	PCT/US2018/24004	Longitudinal adjusting device for a vehicle seat, in particular for an airline seat, and vehicle seat, in particular airline seat	pending
17213/US	US	21-Dec-17	US 15/850,678	Recessed grip*	pending
17214/DE	DE	21-Dec-17	DE 10 2017 223 537.3	Deformable TTL bar*	pending
17215/US	US	21-Dec-17	US 15/850,806	Tray table*	pending
17146/EP	EP	23-Mar-18	EP 18 163 746.3	Leg rest coupling means*	pending
17147/EP	EP	23-Mar-18	EP 18 163 751.3	Seat pan frame coupling means*	pending
17148/EP	EP	23-Mar-18	EP 18 163 756.2	Upholstery module with integrated accessories*	pending
17177/EP	EP	23-Mar-18	EP 18 163 757.0	Layout with longer foot well*	pending
17212/EP	EP	23-Mar-18	EP 18 163 762.0	Gas spring supported Taumel-motor*	pending
17292/DE-GM	DE	23-Mar-18	DE 20 2018 101 657.1	Aircraft seat dummy BOB*	pending
18023P/DE	DE	23-Mar-18	DE 10 2018 204 528.3	Manual Override for Taumel-Level Combination*	pending
18026P/DE	DE	23-Mar-18	DE 10 2018 204 530.5	Relative movement sliding comfort*	pending
18034P/DE	DE	2-Mar-18	DE 10 2018 203 195.9	Compensation of manufacturing tolerances between rack and pinion*	pending

* Internal titles shown, rather than actual patent application titles.