

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BORGWARNER INC.	04/18/2019
RECEIVING PARTY DATA	
Name:	JACOBS VEHICLE SYSTEMS, INC.
Street Address:	22 EAST DUDLEY TOWN ROAD
City:	BLOOMFIELD
State/Country:	CONNECTICUT
Postal Code:	06002
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15522529
CORRESPONDENCE DATA	
Fax Number:	
<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:	312-310-1008
Email:	docket@morenoiplaw.com
Correspondent Name:	CHRISTOPHER P. MORENO
Address Line 1:	1901 NORTH ROSELLE ROAD
Address Line 2:	SUITE 800
Address Line 4:	SCHAUMBURG, ILLINOIS 60195
ATTORNEY DOCKET NUMBER:	JVSP092US
NAME OF SUBMITTER:	CHRISTOPHER P. MORENO
SIGNATURE:	/Christopher P. Moreno/
DATE SIGNED:	04/25/2019
Total Attachments: 14	
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ASSIGNMENT

BorgWarner, Inc. ("BorgWarner"), a Delaware corporation having its place of business at 3850 Hamlin Rd., Auburn Hills, Michigan, owns all right, title, and interest in the United States and foreign patent applications listed as follows:

U.S. Application No. 15/522,529;
German Application No. DE 11 2015 004 567.8 claiming priority to
PCT/US2015/057038; and
Chinese Application No. 201580059157.4 claiming priority to
PCT/US/2015/057038.

In consideration of a Master Joint Development Agreement (attached as Appendix A) effective May 29th, 2013 between BorgWarner and Jacobs Vehicle Systems, Inc. ("Jacobs"), a Delaware corporation having its place of business at 22 East Dudley Town Rd., Bloomfield, Connecticut, it was agreed that BorgWarner would assign the U.S. and foreign patent applications identified above.

Thus, for good and valuable consideration, receipt of which is hereby acknowledged, BorgWarner does hereby sell, assign, and transfer unto Jacobs BorgWarner's whole right, title, and interest in the patent applications identified above for Jacobs' own use and for its legal successors and assigns.

By: 

Eric Doyle
BorgWarner, Inc.
Chief Patent Counsel

Date: 4/18/19

APPENDIX A

MASTER JOINT DEVELOPMENT AGREEMENT

This MASTER JOINT DEVELOPMENT AGREEMENT (this "Agreement") is effective this 29th of May 2013 ("Effective Date"), by and between **BorgWarner Morse TEC, Inc.** (hereinafter "BorgWarner"), a Delaware corporation with offices at 770 Warren Road, Ithaca, New York 14850, and **Jacobs Vehicle Systems, Inc.** (hereinafter "Jacobs"), a Delaware corporation with offices at 22 East Dudley Town Road, Bloomfield, Connecticut 06002.

Both BorgWarner and Jacobs may be individually referred to as a "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, BorgWarner (and/or its affiliated companies) and Jacobs desire to jointly collaborate in the Field (as defined below) and develop, test, and deliver certain reports, prototypes and any other deliverables identified in the Statement of Work (attached as Exhibit A), ;

WHEREAS, BorgWarner and Jacobs mutually desire to set forth in this Agreement certain terms applicable to such collaboration in the Field.

NOW, THEREFORE, BorgWarner and Jacobs, intending to be legally bound, hereby agree as follows:

SCOPE OF SERVICES

Each Party shall collaborate as an independent contractor in the area of product development and related services in the Field for the Statement of Work Each Party shall use their commercially reasonable efforts to render such collaboration, reports, prototypes and deliver the required reports, prototypes and other deliverables ("Deliverables") in accordance with the timetables and milestones set forth in Exhibit A.

Each Party shall provide and make available to the other Party such resources as shall be reasonably necessary to perform the collaboration called for by this Agreement.



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Section 1

DEFINITIONS

When used in this Agreement and in the Statement of Work issued hereunder, the capitalized terms shall have the following meanings:

1.1 **BorgWarner-** shall mean BorgWarner Morse TEC Inc.

1.2 **Deliverables** -- shall mean all reports, prototypes, documentation and other materials, developed and/or delivered under this Agreement and the Statement of Work issued hereunder.

1.3 **Field** -- shall mean variable valve actuation and engine timing technologies for internal combustion engines.

Section 2

CONTRACT ADMINISTRATION

2.1 **Program Manager.** The Statement of Work shall state the name, and telephone number of the Program Managers of each Party. The Program Managers of each Party designated for a the Statement of Work shall be responsible for technical and performance matters, for arranging all meetings, arrangements and consultations, for the transmission and receipt of both Deliverables and technical information between the parties.

Section 3

CHANGES

Changes in the Statement of Work or in any of the Deliverables under the Statement of Work shall become effective only when a written change request is executed by authorized representatives of both parties. All change requests with respect to this Agreement, the Statement of Work, or any Deliverables must be requested and/or accepted in writing by both parties' Program Managers



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Section 4

NOTICE OF DELAY

Each Party agrees to notify the other Party promptly of any factor, occurrence, or event coming to its attention that may affect its ability to meet the requirements of the Statement of Work issued under this Agreement, or that is likely to cause any material delay in delivery of Deliverables. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

Section 5

COMPENSATION

Amounts and modes of payment for all Deliverables and work to be performed under the Statement of Work shall be set forth in the Statement of Work.

Section 6

INVOICING

Each invoice shall separately set forth travel expenses, if any, authorized for reimbursement. Reasonable supporting documentation (e.g., receipts for air travel, hotels, and rental cars) shall accompany any such invoice.

Section 7

RECORDS AND AUDIT

Each Party shall maintain complete and accurate accounting records in accordance with sound accounting practices to substantiate the charges under the Statement of Work and on each invoice.

Section 8

EXPENSES

Except as expressly agreed otherwise by the Parties in the Statement of Work, each Party shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, third party licenses, and the like.

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Section 9

DELIVERY AND ACCEPTANCE

9.1 Deliverables. Prior to commencing work on a new Milestone under the Statement of Work, each Party shall have approved in writing the prior Milestone and delivered such acceptance to the respective Program Managers. In the event of rejection of a particular Milestone, the receiving Party shall give its reasons for rejection to the delivering Party Program Manager in reasonable detail. The Parties will work together and use all reasonable efforts to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible for acceptance.

9.2 Risk of Loss. All Reports and Deliverables shall be delivered FOB at the facility of the delivering Party unless otherwise expressly set forth in a Statement of Work and risk of loss shall take place at that location.

Section 10

OWNERSHIP AND RIGHTS

10.1 Ownership of Inventions

- a) All Independent Technology created solely by Jacobs under this Agreement shall be owned solely by Jacobs.
- b) All Independent Technology created solely by BorgWarner under this Agreement shall be owned solely by BorgWarner.
- c) Each Party shall own an undivided one-half interest in any Joint Technology..
- d) All inventions and rights that existed prior to or are not created under this Agreement shall remain the sole property of respective Party.

For purposes of this Agreement,

(i) "Independent Technology" shall mean all Technology that is conceived solely by one of the parties, employees and/or their independent suppliers, without reliance on any Confidential Information disclosed by the other Party;

(ii) "Technology" shall mean any inventions, trade secrets, original works of authorship, marks, know-how, trade secrets, software and hardware(and their equivalents in any country) whether or not subject to legal protection and related to the subject matter of this Agreement; and

(iii) "Joint Technology" shall mean Technology conceived jointly by Jacobs and BorgWarner which (1) resulted from the combined efforts of both Parties, their employees and/or independent consultants; (2) where both Parties worked together toward a common objective; and (3) where each Party made some tangible, original contribution to the Technology. For any Technology to be Joint Technology, such Technology must result from the combined efforts of the people working under the Agreement. In order for an invention to be Joint Technology a person from each team

must have made some tangible and original contribution to the conception of the invention. The contribution must be a necessary, not insignificant part of the invention. Each contributor must intend that his or her contribution be part of a collective effort. That intention does not have to be there from the beginning but the joint inventors must intend that their contribution be combined at some point.

10.2 Limited Independent Licenses. To the extent not already provided herein, each Party grants and agrees to grant to the other Party a royalty-free, non-exclusive, license to use the other Party's intellectual property and Confidential Information solely for purposes of fulfilling its obligations under the Statement of Work and for no other purpose whatsoever.

Section 11

CONFIDENTIAL INFORMATION

Each Party shall safeguard any Confidential Information disclosed by one Party to the other Party either before or after execution of this Agreement in accordance with the terms of the Mutual Confidentiality Agreement ("MCA") dated May 24, 2013 signed by the Parties and attached as Exhibit B. Notwithstanding the duration of each Parties obligations under the MCA, the obligations of the Parties shall continue for a period of five(5) years from the termination or expiration of this Agreement or SOW, whichever occurs last.

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Section 12

VISITATION

12.1 Visits. From time to time it may be necessary for each Party to visit and or perform work at the facilities of the other Party in connection with the work to be performed under the Statement of Work. Accordingly, each Party shall observe the rules and regulations of that facility including its visitor policy.

Section 13

REPRESENTATIONS AND WARRANTIES

As an inducement to entire into this Agreement, each Party makes the following representations and warranties for the benefit of the other Party:

13.1 No Conflict. Each Party represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the work to be performed b under this Agreement and each Statement of Work issued hereunder.

13.2 Ownership Rights. Each Party represents and warrants that (1), it has the right to use all works employed by that Party in preparing any and all Deliverables; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted pursuant to this Agreement; and (3) all Deliverables, have not been and will not be published under circumstances that would cause a loss of copyright therein..

13.3 Disclosures. Each Party represents, warrants, covenants and agrees that the work performed hereunder and the results thereof shall be considered as Confidential Information of each Party and neither party shall, without the prior written consent of the other Party, discuss the nature of the activities undertaken in connection with this Agreement and any Statement of Work.

Section 14

TERM AND TERMINATION

14.1 Term of Agreement. This Agreement shall be effective upon the date specified at the beginning hereof and shall remain in force for a period of three (3) years and shall thereupon expire, unless sooner terminated as provided herein. However, this Agreement shall continue to remain in effect with respect to any Statement of Works already issued hereunder at the time of such termination, until such Statement of works are themselves terminated or performance thereunder is completed.

14.2 Termination of Statement of Works. Either Party may, within its sole discretion, with or without cause, terminate any or all Statement of works outstanding, or any portion thereof, upon thirty (30) days' prior written notice. Upon receipt of notice of such termination, each Party shall inform the other Party of the extent to which performance has been completed through such date, and collect and deliver to the respective Party whatever work product then exists in a manner prescribed by the other Party. If a Statement of work is terminated without cause, an invoicing Party shall be paid pro rata for all work performed through the date of termination, provided that such payment shall not be greater than the payment that would have become due if the work had been completed. No such pro rata payment shall be made if the other Party terminates any Statement of work or the Agreement because of a breach by Jacobs.

14.3 Termination of Agreement. Either party may terminate this Agreement upon not less than 90 days' notice to the other party. However, this Agreement shall continue to remain in effect with respect to any Statement of Work already issued hereunder until such Statement of Work is itself terminated by either Party.

14.4 Survival. Upon expiration or in the event of any termination of this Agreement, Sections 7,10, 11, 14.4 through 14.6 and 15 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

14.5 Title to Materials and Equipment. All materials and Equipment furnished by one Party to the other Party and all materials and equipment the cost of which shall be reimbursed to a Party in accordance with a Statement of Work are to be and remain the sole property of that Party and are to be returned to that Party upon the expiration or earlier termination of this Agreement.

14.6 Intellectual Property Rights. To be free from doubt and as expressly set forth in writing by an officer of a Party, upon expiration or termination of this Agreement or any Statement of Work, neither Party shall acquire any rights or licenses to any Confidential Information, Independent Technology or Intellectual Property owned or controlled by the other Party.

Section 15

MISCELLANEOUS

15.1 Governing Law. The Parties agree that this Agreement and any and all claims arising from this Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, United States of America, with the exception of the conflict of laws and choice of laws provisions thereof.

15.2 Injunctive Relief. The Parties acknowledge and agree that, because unauthorized disclosure or use of any Independent Technology or Confidential Information owned by a Party may result in irreparable injury to such Party, damages alone shall not provide an adequate remedy for any breach thereby of the provisions of this Agreement. Accordingly, without prejudice to any and all other rights or remedies that it may have, each Party shall be entitled, without proof of

special damages, to the remedies of administrative action, as well as injunction, specific performance and other equitable relief, for any threatened or actual breach of the provisions of this Agreement, and may seek such action or relief from the appropriate authorities at any time.

15.3 Dispute Settlement. Should any claim, action, or dispute arise out of this Agreement, the Parties agree to act in accordance with the following provisions:

15.4 Good Faith Negotiation. The Program Managers shall use their best efforts to negotiate in good faith for a period of thirty (30) days after written notification by one Party to the other Party of such dispute, or such longer period as may be mutually agreed, to resolve any such dispute in an amicable manner. If there is no resolution after such thirty (30) day period, the Parties shall refer the dispute to the executives to resolve as described below:

15.4.1 Negotiation between Executives. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives of each party who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any person may give the other Party written notice of any dispute not resolved in the normal course of business. Within (15) days after delivery of the notice, the receiving Party shall submit to the other a written response. The notice and response shall include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within (30) days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

15.4.2 Arbitration. In the event that the Parties are unable to resolve the dispute pursuant to the terms set out above or, if before the expiration of said period of thirty (30) days, a Party fails to participate or to continue to participate in such executive negotiations, any Party may refer the matter to arbitration as set forth below.

15.4.3 The arbitral awards shall be final and binding on both Parties. In such event, (i) arbitration shall be in accordance with the Rules of the American Arbitration Association (AAA); (ii) the arbitral tribunal shall consist of three arbitrators, one of whom will be selected by each Party and the third of whom will be selected by mutual agreement of the Parties, failing which the third will be appointed by the selected arbitrators pursuant to the Rules of the AAA; (iii) the place of arbitration shall be New York City.

15.5 Relationship of the Parties. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, or franchise relationship between the Parties hereto. The Parties are independent persons, and neither shall be construed as the agent, employee, nominee, or

representative of the other. No Party shall have the authority to act for, or to incur obligations on behalf of, any other Party except as expressly provided by this Agreement. Each Party shall bear their own costs in connection with this Agreement.

15.6 Export Control. Neither party shall export, directly or indirectly, any technical data, computer software, or other item acquired under this Agreement or the direct product of any such technical data or software to any country for which the United States Government or any agency thereof, at the time of export, requires an export license or other government approval, without first obtaining such license or approval.

15.7 Order of Precedent. In the event of any inconsistency between the terms of this Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall take precedence.

15.8 Assignment. No Party shall assign, transfer, license, or sublicense, either directly or indirectly, any of its rights or obligations hereunder to a third party without the prior written consent of the other Party, which consent may be withheld for any or no reason, except to a party acquiring all or substantially all of its assets of a Party. Any assignment, transfer, license, or sublicense that fails to satisfy the provisions of this paragraph shall automatically be deemed null and void.

15.9 Severability. If any provision of this Agreement or part thereof is adjudged to be invalid, void or unenforceable by a court of competent jurisdiction, or by a panel of arbitrators pursuant to arbitration, such provision or part of such provision shall be deleted from this Agreement and replaced by a term or terms that results in equivalent economic and legal outcomes as the severed provision. The remaining provisions of the Agreement, as amended, shall continue in full force and effect.

15.10 No Waiver of Rights. The failure of either Party hereto to enforce, or the delay by either Party in enforcing, any right or remedy arising under the terms of this Agreement shall not be deemed a continuing waiver or a modification thereof and either Party may, within the time provided by applicable law, commence appropriate legal proceedings to enforce any or all such rights.

15.11 Notices. Any notice or other communication relating to the subject matter of this Agreement shall be in writing and may be delivered by email, or hard copy via USPS or overnight carrier addressed as follows or as the Parties may from time-to-time direct in writing:

IF TO JACOBS:

Jacobs Vehicle Systems, Inc.
22 East Dudley Town Road
Bloomfield, Connecticut 06002
Attn: President
Email Rob.Tykal@Jakebrake.com

SEP 1 1994

IF TO BorgWarner:

Borg Warner Morse TEC, Inc.
770 Warren road
Ithaca, N.Y. 14850
Attn: Herb Hoefflerle, Director Advanced Engineering
Email: Hhoefflerle@borgwarner.com

Any such notice shall be deemed served as of the date (i) sent by hard copy via USPS/overnight carrier directly to the person and to the address set forth herein or the last address provided by such Party in writing, or (ii) sent by email directly to the person and to the address set forth herein or the last address provided by such Party in writing.

15.12 Headings. The headings used in this Agreement are for convenience only and shall in no way limit or affect the term or conditions of this Agreement.

15.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.14 Section Headings; Exhibits. The section and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits referred to herein and attached hereto, or to be attached hereto, including all Statement of works issued hereunder from time to time, are incorporated herein to the same extent as if set forth in full herein.

15.15 Limitation of Liability. EXCEPT FOR BREACHES OF A PARTY'S OBLIGATIONS WITH RESPECT TO CONFIDENTIALITY, AND OWNERSHIP OF INTELLECTUAL PROPERTY, JOINT TECHNOLOGY AND INDEPENDENT TECHNOLOGY, IN NO EVENT SHALL EITHER PARTY BE LIABLE (AND BOTH PARTIES WAIVE ALL CLAIMS AGAINST THE OTHER PARTY) FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES IN CONNECTION WITH A PARTY'S OBLIGATIONS UNDER THIS AGREEMENT. THE REMEDIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES CONTAINED UNDER APPLICABLE LAW. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IN THE EVENT THAT A PARTY'S SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE. THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OF THE AGREEMENT OR ANY STATEMENT OF WORK.

15.16 Force Majeure. Either Party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such Party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.

15.17 Entire Agreement. This Agreement, together with the Exhibits hereto, sets forth the entire understanding of the Parties in respect of their respective rights and obligations relating to the subject matter of this Agreement, and supersedes all prior agreements or understandings of the parties with respect thereto. This Agreement may be modified only in a writing signed by an officer of each Party(s) to this Agreement. None of the terms of this Agreement can be waived or modified, except by an express agreement in writing signed by both Parties.

IN WITNESS THEREOF, BorgWarner and Jacobs have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

Jacobs Vehicles Systems, Inc.

By: [Signature]
Typed Name: ROBERT S. PERKINS
Title: V.P. MARKETING
Date: 13 June, 2013

BorgWarner Morse TEC, Inc.,

By: [Signature]
Typed Name: STEVEN WYATT
Title: SENIOR TECHNICAL SPECIALIST
Date: 29 MAY 2013

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Exhibits A and B



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