

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5569738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHNSON CONTROLS INTERIORS GMBH & CO.KG	10/05/2016
RECEIVING PARTY DATA	
Name:	ADIENT LUXEMBOURG HOLDING S.A R.L.
Street Address:	6, RUE EUGÉNE RUPPERT
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-2453
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14365810
CORRESPONDENCE DATA	
Fax Number:	(217)465-4862
<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:	49 2174654967
Email:	kantor@fyiplaw.com, evans@fyiplaw.com
Correspondent Name:	ADIENT LUXEMBOURG HOLDING S.A R.L.
Address Line 1:	6, RUE EUGÉNE RUPPERT
Address Line 4:	LUXEMBOURG, LUXEMBOURG L-2453
ATTORNEY DOCKET NUMBER:	10522/US_JOCA:0310
NAME OF SUBMITTER:	ANDREW L. KANTOR
SIGNATURE:	/Andrew L. Kantor/
DATE SIGNED:	06/13/2019
Total Attachments: 9	
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Transferor: Johnson Controls Interiors GmbH & Co.KG (WFGM480)
Transferee: Adient Luxembourg Holding S.à r.l. (WFLU355)

ASSIGNMENT AGREEMENT

This Assignment Agreement is effective as of October 5, 2016 (the "Closing Date") by and between:

Johnson Controls Interiors GmbH & Co.KG, a limited liability partnership organized and existing under the laws of Germany, with its registered address at Konsumstrasse 45, Wuppertal, NW 42285, Germany ("Transferor"); and

Adient Luxembourg Holding S.à r.l., a limited liability company (société à responsabilité limitée) organized and existing under the laws of Luxembourg, with its registered address at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg ("Transferee" and, collectively with Transferor, the "Parties").

Recitals

- A. Transferor and Transferee are both subsidiaries of Johnson Controls, Inc., a Wisconsin corporation ("Johnson Controls").
- B. Johnson Controls has approved the separation (the "Separation") of the Adient Business (as shall be defined in the Separation and Distribution Agreement (defined below)), whereby the Adient Business will be separated into a new publicly traded company and whereby the remainder of the Johnson Controls businesses will continue to be owned and operated by Johnson Controls.
- C. In connection with the Separation, Johnson Controls and Adient have executed a Separation and Distribution Agreement (as may be amended from time to time, the "Separation and Distribution Agreement") to govern the overall terms of the Separation.
- D. In furtherance of the Separation, Transferor desires to transfer and assign to Transferee, and Transferee desires to acquire and assume from Transferor, all of Transferor's right, title and interest in and to the Adient Assets (as defined below) set forth on Schedule A, effective as of the Closing Date, upon the terms and subject to the conditions set forth in this Agreement.

The Parties hereby agree as follows:

Section 1 - Assignment and Assumption

- 1.1 Transferor hereby sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to (collectively, the "Adient Assets"):
 - 1.1.1 the patents, patent applications (and associated invention disclosures) and registered designs specifically listed in Schedule A to this Assignment Agreement;
 - 1.1.2 the following properties and rights with respect to all patents and patent applications so listed in Schedule A:
 - (a) the inventions claimed or described in the patents or applications;

- (b) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Schedule A and all rights to file applications, including the right to claim priority under all applicable international treaties, arrangements and agreements (including without limitation the Paris Convention, the Patent Cooperation Treaty (PCT) and TRIPs) to the patents and/or applications listed in Schedule A;
 - (c) all divisions, renewals, reissues, continuations, extensions and continuations-in-part of the foregoing patents;
 - (d) all income, royalties, damages and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present and future infringements of any patent; and
 - (e) all rights to sue and recover damages and payments for past, present and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.
- 1.2 Transferee hereby accepts such assignment and assumes and agrees to pay, perform and discharge when due the liabilities relating to the Adient Assets (the "Assumed Liabilities") as of the Closing Date. Notwithstanding the foregoing, Transferee shall not assume and shall not be responsible to pay, perform or discharge any liabilities of Transferor other than the Assumed Liabilities.
- 1.3 In consideration for the transfer and assignment of the Adient Assets as of the Closing Date, Transferee will assume all Assumed Liabilities.
- 1.4 The Parties hereto understand and agree that there is an intercompany agreement between Johnson Controls Technology Company, as owner of all beneficial interest in and to the Adient Assets, and Transferor. As a result, the transfer and assignment of the Adient Assets under this Agreement is for the bare legal title to the Adient Assets.

Section 2 - General Provisions

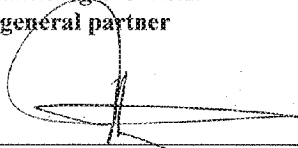
- 2.1 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York irrespective of the choice of laws and principles of the State of New York (other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies.
- 2.2 Counterparts. This Agreement 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 counterparts have been signed by each of the Parties and delivered to the other Party.
- 2.3 Further Assurances. Each party hereto shall perform such acts, execute and deliver such instruments and documents, and do all such other things as it reasonably can and which are reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement, including without limitation, using commercially reasonable efforts to obtain such consents, waivers, approvals, permits or authorizations, submit such notices, registrations or reports, or make such other filings, as are required to be obtained from, submitted to or made with, any third party, including any governmental authority ("Approvals or Notifications"), as soon as reasonably practicable; provided, that, except as

otherwise agreed between the Parties, neither Party shall be obligated to contribute capital or pay any consideration in any form (including providing any letter of credit, guaranty or other financial accommodation) to any person in order to obtain, submit or make such Approvals or Notifications.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**JOHNSON CONTROLS INTERIORS
GMBH & CO. KG**

**By: Johnson Controls Roth Frères INSITU
Technologie GmbH
its general partner**

By: 
Name: Jean-Philippe De Waele
Title: Director

By: 
Name: Dr. Michael Schachler
Title: Director

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ADIENT LUXEMBOURG HOLDING S.À R.L.

By: 

Name: Ingrid Cernicchi

Title: Authorized Representative

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Schedule A

<i>Patents, Applications and Utility Models</i>						
Country	Filing Date	Filing No.	Patent Date	Patent No.	International Filing No.	Title
Brazil	9/11/2006	PI0616125-1			PCT/EP 06/008829	Dekoriertes Verkleidungsteil
China	6/27/2012	201280047522.6			PCT/EP2012/002703	Interior fitting part having plant-based natural products
China	12/17/2012	201280062248.X			PCT/EP2012/075753	System aus Dachhimmel und Kassette
China	9/11/2006	200680032577.4	5/25/2011	101258054 B	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
China	8/23/2012	201280052921.1			PCT/EP2012/066440	Ausstattungsteil, insbesondere für den Innenraum eines Fahrzeugs, und Fertigungsverfahren
Czech Republic	9/11/2006	06 791 977.9-1523	5/15/2013	1 926 634 B1	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
EPO	6/27/2012	12 743 882.8			PCT/EP2012/002703	Interior fitting part having plant-based natural products
EPO	12/17/2012	12 812 922.8			PCT/EP2012/075753	System aus Dachhimmel und Kassette
EPO	9/11/2006	06 791 977.9-1523	5/15/2013	1 926 634 B1	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
EPO	8/23/2012	12 758 799.6			PCT/EP2012/066440	Ausstattungsteil, insbesondere für den Innenraum eines Fahrzeugs, und Fertigungsverfahren
France	10/11/2003	03 812 070.5	12/17/2008	1 578 558 B1	PCT/EP 03/11277	Verfahren zur Behandlung von Geweben und deren Verwendung in Ausstattungsteilen von Fahrzeugen, insbesondere Kraftfahrzeugen
France	12/15/2006	06 829 652.4-2424	9/7/2011	1 979 191 B1	PCT/EP 06/012104	Befestigungseinrichtung, insbesondere für Handgriffe für den Innenraum eines Kraftfahrzeugs

France	9/11/2006	06 791 977.9-1523	5/15/2013	1 926 634 B1	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
Germany	6/17/2002	102 26 972.6-09	10/25/2007	102 26 972 B4		Befestigungsvorrichtung für einen Handgriff
Germany	12/24/2002	102 60 988.8-09	10/12/2006	102 60 988 B4		Verfahren zur Behandlung von Geweben und deren Verwendung in Ausstattungsteilen von Fahrzeugen, insbesondere Kraftfahrzeugen
Germany	10/11/2003	503 10 948.7-08	12/17/2008	1 578 558 B1	PCT/EP 03/11277	Verfahren zur Behandlung von Geweben und deren Verwendung in Ausstattungsteilen von Fahrzeugen, insbesondere Kraftfahrzeugen
Germany	5/21/2004	10 2004 025 505.9	8/7/2008	10 2004 025 505 B4		Modulträger, insbesondere für ein Fahrzeug, System, insbesondere zum Einbau einer Dachhimmelkonsole und insbesondere für ein Fahrzeug, und Verfahren zum Einbau eines Moduls, insbesondere einer Dachhimmelkonsole und insbesondere eines Fahrzeugs
Germany	5/23/2005	10 2005 024 168.9	5/8/2013	10 2005 024 168 B4		Bremsselement für schwenkbare Teile in einem Fahrzeuginnenraum
Germany	8/19/2005	10 2005 039 600.3				Verfahren zur Herstellung eines kaschierten Fahrzeuginnenausstattungssteils
Germany	9/9/2005	10 2005 043 180.1				Verfahren zur Herstellung eines folienbeschichteten Fahrzeuginnenausstattungssteils

Germany	8/11/2006	10 2006 037 854.7				Innenverkleidungsteil bestehend aus Innenverkleidungspaneel en, wobei die Innenverkleidungspaneel e Leiterbahn und/oder Kontaktierungsmittel zur elektrischen und mechanischen Verbindung aufweisen
Germany	1/16/2006	10 2006 002 214.9-21	3/24/2011	10 2006 002 214 B4		Befestigungseinrichtung, insbesondere für Handgriffe für den Innenraum eines Kraftfahrzeugs
Germany	12/15/2006	50 2006 010 142.4	9/7/2011	1 979 191 B1	PCT/EP 06/012104	Befestigungseinrichtung, insbesondere für Handgriffe für den Innenraum eines Kraftfahrzeugs
Germany	9/11/2006	50 2006 012 852.7	5/15/2013	1 926 634 B1	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
India	9/11/2006	2545/DELNP/20 08			PCT/EP 06/008829	Dekoriertes Verkleidungsteil
Italy	10/11/2003	50200990171407 7	12/17/2008	1 578 558 B1	PCT/EP 03/11277	Verfahren zur Behandlung von Gewebe und deren Verwendung in Ausstattungsteilen von Fahrzeugen, insbesondere Kraftfahrzeugen
Japan	10/11/2003	2004-562530	10/27/2010	4571508 B2	PCT/EP 03/11277	Verfahren zur Behandlung von Gewebe und deren Verwendung in Ausstattungsteilen von Fahrzeugen, insbesondere Kraftfahrzeugen
Japan	9/11/2006	2008-529561	6/5/2013	5203205 B2	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
Mexico	9/11/2006	MX/a/2008/0030 66	1/25/2013	307015	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
Poland	9/11/2006	06 791 977.9- 1523	5/15/2013	1 926 634 B1	PCT/EP 06/008829	Dekoriertes Verkleidungsteil
Republic of Korea	9/11/2006	10-2008- 7005866	11/5/2013	10- 1325851 B1	PCT/EP 06/008829	Dekoriertes Verkleidungsteil

Republic of Korea	8/23/2012	10-2014-7007849			PCT/EP2012/066440	Ausstattungs- teil, insbesondere für den Innenraum eines Fahrzeugs, und Fertigungsverfahren
Russia	9/11/2006	2008 113 188	5/27/2011	2 419 559 C2	PCT/EP 06/008829	Dekoriertes Verkleidungs- teil
Slovakia	12/15/2006	06 829 652.4- 2424	9/7/2011	1 979 191 B1	PCT/EP 06/012104	Befestigungs- einrichtung, insbesondere für Handgriffe für den Innenraum eines Kraftfahrzeugs
Slovakia	9/11/2006	06 791 977.9- 1523	5/15/2013	1 926 634 B1	PCT/EP 06/008829	Dekoriertes Verkleidungs- teil
Spain	10/11/2003	03 812 070.5	12/17/2008	1 578 558 B1	PCT/EP 03/11277	Verfahren zur Behandlung von Gewebe und deren Verwendung in Ausstattungs- teilen von Fahrzeugen, insbesondere Kraftfahrzeugen
United Kingdom	10/11/2003	03 812 070.5	12/17/2008	1 578 558 B1	PCT/EP 03/11277	Verfahren zur Behandlung von Gewebe und deren Verwendung in Ausstattungs- teilen von Fahrzeugen, insbesondere Kraftfahrzeugen
United States	12/15/2006	12/161,135	10/2/2012	8,276,246 B2	PCT/EP 06/012104	Fastening Device, in Particular for Hand Grips for the Interior of the Motor Vehicle
United States	6/27/2012	14/237,333			PCT/EP2012/002703	Interior fitting part having plant-based natural products
United States	12/17/2012	14/365,810			PCT/EP2012/075753	System aus Dachhimmel und Kassette
United States	9/11/2006	12/065,733	9/9/2014	8,828,518 B2	PCT/EP 06/008829	Dekoriertes Verkleidungs- teil