

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5575736

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOTUS LLC D/B/A MOTUS INTEGRATED TECHNOLOGIES	07/09/2018
RECEIVING PARTY DATA	
Name:	DAIMAY NORTH AMERICA AUTOMOTIVE ENGINEERING TECHNOLOGY, INC.
Street Address:	701 S WAVERLY RD.
City:	HOLLAND
State/Country:	MICHIGAN
Postal Code:	49423
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15492734
CORRESPONDENCE DATA	
Fax Number:	(281)970-4503
<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:	281-970-4545
Email:	kantor@fyiplaw.com, evans@fyiplaw.com
Correspondent Name:	FLETCHER YODER P.C. (DMAY)
Address Line 1:	P.O. BOX 692289
Address Line 4:	HOUSTON, TEXAS 77070
ATTORNEY DOCKET NUMBER:	DMAY:0019
NAME OF SUBMITTER:	ANDREW L. KANTOR
SIGNATURE:	/Andrew L. Kantor/
DATE SIGNED:	06/17/2019
Total Attachments: 5	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made as of July 9, 2018 by (i) Motus LLC, a Michigan limited liability company (the "Assignor"), in favor of (ii) Daimay North America Automotive Engineering Technology, Inc., a Michigan corporation ("Assignee"). Assignor and Assignee are hereinafter sometimes referred to collectively as "Parties"; and each a "Party."

RECITALS:

WHEREAS, Assignee is the purchaser of certain assets of Assignor pursuant to the terms and conditions of that certain Equity and Asset Purchase Agreement among Assignee, Assignor and the other Sellers named therein, dated as of February 27, 2018 (the "Purchase Agreement");

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Owned Intellectual Property and all other Intellectual Property exclusively used or held for use in the Business, including without limitation the patents and patent applications set forth on Exhibit A hereto (the "Assigned Patents") and the right to sue for past infringement of the Owned Intellectual Property.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Owned Intellectual Property and all other Intellectual Property owned by Assignor and exclusively either used or held for use in the Business. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. A Party delivering a copy signed and delivered by facsimile machine or electronic transmission shall deliver an originally executed copy if requested by another Party.

5. Successors and Assigns. This Assignment shall be legally binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Governing Law. This Assignment and all disputes, controversies, differences, claims or Actions arising out of or relating to this Assignment, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be governed by and construed in accordance the internal Laws of the State of New York applicable to agreements made in and to be wholly performed in such state, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be duly executed and delivered by their respective duly authorized representatives as of the date first written above.

MOTUS LLC

By: 
Name: Shannon White
Title: President & Chief Executive Officer

Agreed to acknowledged, and accepted:

Daimay North America Automotive
Engineering Technology, Inc.

By: 

Name: Jianhua Wang

Title: President and Authorized Agent

[Signature Page to Assignment of Intellectual Property]

Exhibit A
Assigned Patents

	Motor #	Title	Country	Application or Patent No.	Date Filed	Date Granted	Status	Expires	Ownership
1	02096/US	Lighting system for a vehicle sunvisor	US	15/366194 (claims priority from 62/262481)	12/03/15		Pending		Motus LLC d/b/a Motus Integrated Technologies
2	03071/JP	Slide on rod assembly for a vehicle sunvisor	US	15/381612 (claims priority from 62/268335)	12/16/15		Pending		Motus LLC d/b/a Motus Integrated Technologies
3	07163/EP-CZ	Slide on rod assembly for a vehicle sunvisor	Europe	EP16204854	12/16/15		Pending		Motus LLC d/b/a Motus Integrated Technologies
4	07163/EP-DE	Vehicle sunvisor assembly having an electrical system	US	15/285929 (claims priority from 62/298756)	02/23/16		Pending		Motus LLC d/b/a Motus Integrated Technologies
5	07163/EP-FR	Vehicle sunvisor assembly having an electrical system	US	9975407	02/23/16	05/22/18	Granted	02/23/37	Motus LLC d/b/a Motus Integrated Technologies
6	07163/EP-PL	Rotation system for a vehicle sunvisor	US	15/339471 (claims priority from 62/330710)	10/31/16		Pending		Motus LLC d/b/a Motus Integrated Technologies
7	07163/EP-SK	Rotation system for a vehicle sunvisor	Europe	EP17156300.0	02/15/17		Pending		Motus LLC d/b/a Motus Integrated Technologies
8	08204/DE	Rotation system for a vehicle sunvisor	Japan	2017-023845	02/13/17		Pending		Motus Integrated Technologies
9	US00390/CN	Vanity Mirror Assembly For A Vehicle Sun Visor	US	15/492734	04/20/17		Pending		Motus LLC d/b/a Motus Integrated Technologies
10	US00390/US	Lighting Assembly For A Vehicle Interior	US	62/477721	03/28/17		Pending		Motus LLC d/b/a Motus Integrated Technologies
11.		Vehicle Sun Visor Having an Exposed Positioning Assembly	US	9701181 B2	9701181 B2	07/11/17	Granted		Motus LLC d/b/a Motus Integrated Technologies