

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5701005

| | | |
|---|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | MAG-EH LTD. | 08/14/2019 |
| RECEIVING PARTY DATA | | |
| Name: | MAG USA INC. | |
| Street Address: | 399 PARK AVENUE, 30TH FLOOR | |
| Internal Address: | C/O THE JORDAN COMPANY, L.P. | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10022 | |
| PROPERTY NUMBERS Total: 5 | | |
| Property Type | Number | |
| Patent Number: | 6435479 | |
| Patent Number: | 6406000 | |
| Patent Number: | 6923394 | |
| Patent Number: | 7854659 | |
| Patent Number: | 8109419 | |
| 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: | 3127018637 | |
| Email: | IPDocket@mayerbrown.com | |
| Correspondent Name: | WILLIAM R. SIEGEL, MAYER BROWN LLP | |
| Address Line 1: | 71 S. WACKER DRIVE | |
| Address Line 4: | CHICAGO, ILLINOIS 60606 | |
| ATTORNEY DOCKET NUMBER: | 19613045 | |
| NAME OF SUBMITTER: | WILLIAM R. SIEGEL | |
| SIGNATURE: | /william r siegel/ | |
| DATE SIGNED: | 09/04/2019 | |
| This document serves as an Oath/Declaration (37 CFR 1.63). | | |

Total Attachments: 7

source=09. MAG - IP Assignment Agreement (EXECUTED)#page1.tif

source=09. MAG - IP Assignment Agreement (EXECUTED)#page2.tif

source=09. MAG - IP Assignment Agreement (EXECUTED)#page3.tif

source=09. MAG - IP Assignment Agreement (EXECUTED)#page4.tif

source=09. MAG - IP Assignment Agreement (EXECUTED)#page5.tif

source=09. MAG - IP Assignment Agreement (EXECUTED)#page6.tif

source=09. MAG - IP Assignment Agreement (EXECUTED)#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into this 14th day of August, 2019 by and among MAG EH Ltd., a private limited company organized under the laws of Israel (“Assignor”), and MAG USA Inc., a Delaware corporation (“Assignee”). Assignor and Assignee may individually be referred to as a “Party” or collectively referred to as the “Parties”.

WHEREAS, Assignor owns certain intellectual property rights in and to (i) trade secrets and other proprietary and confidential information, including inventions (whether or not patentable), invention disclosures (whether or not reduced to practice), know-how, methods, processes, designs, algorithms and source code, (ii) patents and patent applications, including all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, and extensions of the foregoing, (iii) copyrights, works of authorship, mask work rights, database rights and design rights, whether registered or unregistered, registrations and applications for the foregoing, renewals and extensions thereof and moral rights associated with the foregoing, and (iv) computer programs, in each case that are used in or necessary for the conduct of the Business (as defined in the Purchase Agreement), including the items set forth on Schedule A hereto (all such intellectual property rights embodied therein collectively, the “Assigned IP”);

WHEREAS, concurrently with the execution and delivery of this Agreement, MAG-EH B.V., a private limited company organized under the laws of the Netherlands (“Seller”), Agility Automotive Holdings LLC, a Delaware limited liability company (“Buyer”), and, solely for the purposes specified therein, Samuel Vlodinger, have entered into a Stock Purchase Agreement (the “Purchase Agreement”) pursuant to which, among other things, Buyer will purchase from Seller, and Seller will sell to Buyer, all of the issued and outstanding stock of the Assignee (the “Stock Acquisition”);

WHEREAS, Assignor is party to a Royalty Agreement, dated as of March 29, 2000, with Dan Raz, and Dan Raz, Ltd. (the “Royalty Agreement”), pursuant to which Assignor pays to Dan Raz royalties in respect of certain Assigned IP that is subject to the terms thereof;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Royalty Agreement will be assigned to and assumed by Assignee pursuant to the terms of a separate agreement (the “Raz Assignment”); and

WHEREAS, in consideration of the Stock Acquisition, which will provide substantial direct or indirect benefits to Assignor, Assignor desires to assign, sell, convey, and transfer to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to the Assigned IP.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. ASSIGNMENT

Section 1.1. Assignment. As of and subject to the Closing, Assignor hereby irrevocably sells, conveys and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Assigned IP, together with any rights to sublicense any of the Assigned IP and to bring an action or proceeding at law or in equity or before any governmental authority for any past, present, or future infringement or violation of any of the Assigned IP, and to collect all damages, awards, settlements, and proceeds relating to the Assigned IP.

Section 1.2. Further Assurances. Assignor agrees to execute, from time to time, upon the request and expense of Assignee, such additional documents, and take such further actions, as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Assigned IP.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. By Assignor. Assignor represents and warrants to Assignee as follows:

- (a) Assignor has full authority to enter into this Agreement and grant the rights set forth herein.
- (b) The Assigned IP is not subject to any order or agreement restricting or otherwise limiting the use, validity, enforceability, scope, licensing or ownership thereof or any right, title or interest of Assignors or their affiliates with respect thereto, except for the obligation to pay royalties and other agreements in respect of the Assigned IP that is subject to the terms of the Royalty Agreement.
- (c) Assignor is not currently a party to or otherwise bound by any source code escrow agreement (or a party to or otherwise bound by any agreement obligating such Assignor to enter into a source code escrow agreement) or any other agreement requiring the deposit, delivery or disclosure of source code or related materials.
- (d) The execution, delivery, and performance by Assignor of this Agreement does not and will not violate, conflict with, result in a breach, cancellation, or termination of, constitute a default under, result in any payment or the creation of any lien on any of the Assigned IP, or result in a circumstance that, with or without notice or lapse of time or both, would constitute any of the foregoing under (i) any law applicable to or binding on Assignor, (ii) any contract to which Assignor is a party or by which Assignor or any of the Assigned IP is bound, or (iii) any of the organizational documents of Assignor.

**ARTICLE III.
MISCELLANEOUS PROVISIONS**

Section 3.1. Entire Agreement. This Agreement, together with the Schedules and Exhibits hereto, contains the entire agreement between the Parties with respect to the subject matter described herein and this Agreement supersedes all prior agreements, written or oral, with respect thereto.

Section 3.2. Notices. Any notice, request, instruction, or other communication to be given under this Agreement by a Party shall be in writing and shall be deemed to have been given to the other Party(ies) (a) when delivered, if delivered in person or by overnight delivery service (charges prepaid), (b) when sent, if sent via email, provided that no undeliverable message is received by the sender, or (c) when received, if sent by registered or certified mail, return receipt requested, in each case to the address, or email address of such Party set forth below and marked to the attention of the designated individual:

If to Assignor:

MAG-EH Ltd.
Kibbutz Ein hasofet 1923700
Israel
Email: alivne@keh.co.il
Attention: Avi Livne

With a copy (which shall not constitute notice) to:

Young, Williams & Ward, P.C.
300 Montvue Road
Knoxville, TN 37919
Email: mark@ywlawfirm.com
Attention: Mark K. Williams

If to Assignee:

c/o The Jordan Company, L.P.
399 Park Avenue, 30th Floor
New York, NY 10022
E-mail: iarons@thejordancompany.com
dwilliams@thejordancompany.com
Attention: Ian F. Arons
Dan Williams

with a copy (which shall not constitute notice) to:

Mayer Brown LLP
1221 Avenue of the Americas
New York, NY 10020
E-mail: pbrandes@mayerbrown.com
Attention: Philip O. Brandes

Any Party may, by notice given in accordance with this Section 3.2 to any other Party, designate another address or person for receipt of notices hereunder; provided that notice of such a change shall be effective upon receipt.

Section 3.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives. As of and subject to Closing, Assignee may freely assign and transfer its right, title and interest in and to the Assigned IP to third parties without notice to or the consent of Assignor.

Section 3.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to the principles of conflicts of laws thereof.

Section 3.5. Headings. The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

Section 3.6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not render invalid or unenforceable any other provision of this Agreement.

Section 3.7. Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived, only by a written instrument signed by each of the Parties or, in the case of a waiver, by the Party waiving compliance. No delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, or shall any waiver on the part of any Party of any right, power, or privilege, or any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The rights and remedies herein provided are cumulative and, unless provided otherwise in this Agreement, are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 3.8. Judicial Remedies. The Parties acknowledge and agree that, except as specifically provided herein, they may pursue judicial remedies at law or equity in the event of a dispute with respect to the interpretation or construction of the Agreement.

Section 3.9. Joint Negotiation. The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event that an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Section 3.10. Interpretation. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement. When a reference is made in this Agreement to a Section or Article, such reference will be to a section or article of this Agreement unless otherwise clearly indicated to the contrary. Whenever the words "include," "includes," or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The words "hereof," "herein," and "herewith" and words of similar import will, unless

otherwise stated, be construed to refer to this Agreement (including the Schedules and Exhibits) as a whole and not to any particular provision of this Agreement. The meaning assigned to each term used in this Agreement will be equally applicable to both the singular and the plural forms of such term, and words denoting any gender will include all genders. Where a word or phrase is defined herein, each of its other grammatical forms will have a corresponding meaning.


Section 3.11. Counterparts; Signatures. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all, of the Parties. The exchange of copies of this Agreement and of executed signature pages by facsimile or electronic mail transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR


MAG-EH LTD.



Name: Avi Livne
Title: CEO

ASSIGNEE

MAG USA INC.



Name: Avi Livne
Title: Director

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

Patent List

| Patent # | Description | Filed date | Date of patent | Expiration date | Jurisdiction | Notes |
|-----------------|---|-------------|----------------|-----------------|--------------|--------------------|
| US 6,435,479 B1 | Load Securing Device | 12-Dec-2001 | 20-Aug-2002 | Never Used | USA | Never Used |
| US 6,406,000 B1 | Load Securing Device | 12-Jul-2000 | 18-Jun-2002 | 12-Jul-2020 | USA | Uplock |
| EP 1076001 B1 | Load Securing Device | 13-Jul-2000 | 14-Sep-2005 | 13-Jul-2020 | Europe | Uplock |
| CA 2313897 | Load Securing Device | 14-Jul-2000 | 31-Oct-2006 | 14-Jul-2020 | Canada | Uplock |
| US 6,923,394 B2 | Reeling Device For A Hoisting System | 11-Apr-2003 | 2-Aug-2005 | 11-Apr-2023 | USA | Hook |
| US 7,854,659 B2 | Joint For The Transmission Of Rotational Motion | 23-Nov-2004 | 21-Dec-2010 | 23-Nov-2024 | USA | Swivel Input Shaft |
| US 8,109,419 B2 | Crash Shock Absorbing Device | 8-Apr-2009 | 7-Feb-2012 | 8-Apr-2029 | USA | |

Patent Pending List

| Application # | Description | Application date | Date of patent | Expiration date | Jurisdiction |
|---------------|------------------------------|------------------|----------------|-----------------|--------------|
| 264320 | Crash Shock Absorbing Device | 17-Jan-2019 | TBD | 17-Jan-2039 | Israel |