

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5895011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SALFLEX POLYMERS LTD.	04/19/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	YFS AUTOMOTIVE SYSTEMS, INC.	
<b>Street Address:</b>	300 ABC BLVD.	
<b>City:</b>	GALLATIN	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37066	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14101526
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(313)496-8453	
<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>		
<b>Phone:</b>	3134967840	
<b>Email:</b>	ipdocket@millercanfield.com	
<b>Correspondent Name:</b>	RENEE M. SECCOMBE	
<b>Address Line 1:</b>	150 WEST JEFFERSON	
<b>Address Line 2:</b>	SUITE 2500	
<b>Address Line 4:</b>	DETROIT, MICHIGAN 48226	
<b>ATTORNEY DOCKET NUMBER:</b>	153283-00017	
<b>NAME OF SUBMITTER:</b>	ROBIN W. ASHER	
<b>SIGNATURE:</b>	/ROBIN W. ASHER/	
<b>DATE SIGNED:</b>	01/06/2020	
<b>Total Attachments: 10</b>		
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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made as of April 19, 2014, by and among ABC Group Inc., an Ontario corporation ("ABC Group"), Salflex Polymers Ltd., an Ontario corporation ("Salflex"), and YFS Automotive Systems, Inc., a Tennessee corporation ("Assignee"). ABC Group and Salflex are sometimes referred to herein individually, as an "Assignor" and together, the "Assignors". The Assignors and Assignee are sometimes also referred to herein individually, as a "Party" and collectively, as the "Parties." Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

### BACKGROUND

The Assignors are parties to that certain Purchase Agreement dated as of December 30, 2013 (the "Purchase Agreement"), pursuant to which, among other things, Sellers agreed to sell, transfer and assign to Assignee immediately after the Closing, and Assignee, as designated Purchasing Affiliate of the Buyer, has agreed to purchase from Sellers, as applicable, the Shares and the Other Business Assets, including the Other Business Intellectual Property, which is owned by the Assignors. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

The Assignors desire to sell, transfer and assign to Assignee and Assignee desires to purchase from Assignors the Other Business Intellectual Property upon the terms and conditions set forth below.

### TERMS

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, including the consideration exchanged in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Assignment.**

**1.1 Assignment of Patents.**

(a) Subject to consummation of the transactions contemplated under the Purchase Agreement and effective on the Closing Date, Salflex does hereby assign, grant, transfer, deliver and set over to Assignee, free and clear of all Encumbrances, except Permitted Encumbrances, all of Salflex's right, title, and interest in and to:

(i) the Patents, Patent applications, and inventions listed on Exhibit A attached hereto;

(ii) any and all other Patents, Patent applications, and inventions included the Other Business Intellectual Property; and

(iii) rights to sue for damages and enforce other remedies in respect of the infringement or misappropriation of the patents transferred and assigned pursuant to this Section 1.1(a), (b), and (c) (collectively, the "Assigned Business Patents and Intellectual Property").

(b) ABC Group on behalf of itself and any and all of its Affiliates hereby assigns to Assignee its and their entire right, title and interest in and to any Assigned Business Patents and Intellectual Property that are held in the name of such Affiliate, free and clear of all Encumbrances, other than Permitted Encumbrances, and including its and their interest in any and all causes of action and rights of recovery for past infringement of such Assigned Business Patents and Intellectual Property.

(c) ABC Group hereby agrees, on behalf of itself and any and all Affiliates to convey any Patents which constitute Other Business Intellectual Property, which are later found, through an audit performed by Assignee or a Seller, to have been omitted from the listing of the Assigned Business Patents and Intellectual Property set forth in this Agreement on the Closing Date.

(d) Each of ABC Group and Salflex hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Assigned Business Patents and Intellectual Property to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Assigned Business Patents, in accordance with this Agreement.

## 1.2 Assignment of Trademarks.

(a) Subject to consummation of the transactions contemplated under the Purchase Agreement and effective on the Closing Date, ABC Group does hereby assign, grant, transfer, deliver and set over to Assignee, free and clear of all Encumbrances, except Permitted Encumbrances, all of ABC Group's right, title, and interest in and to the Trademarks listed on Exhibit B and any and all other Trademarks which are part of the Other Business Intellectual Property, and claims for damages, profits and costs, both in equity and at law, for any infringement or infringements of said trademark rights accruing on or before the date of execution of this assignment, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by ABC Group had this assignment and sale not been made (the "Assigned Business Trademarks").

(b) ABC Group on behalf of itself and any and all of its Affiliates hereby assigns to Assignee its and their entire right, title and interest in and to any Assigned Business Trademarks that are held in the name of such Affiliate, free and clear of

all Encumbrances, and including its and their interest in any and all causes of action and rights of recovery for past infringement of such Assigned Business Trademarks.

(c) ABC Group hereby agrees, on behalf of itself and any and all Affiliates to convey any Trademarks which constitute Other Business Intellectual Property, which are later found, through an audit performed by Assignee or a Seller, to have been omitted from the listing of the Assigned Business Trademarks set forth in this Agreement on the Closing Date.

(d) ABC Group hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Assigned Business Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Assigned Business Trademarks, in accordance with this Agreement.

1.3 Delivery of Materials and Information. On or before the Closing Date, ABC Group shall identify and deliver pursuant to Assignee's written request therefor materials and information that are under the control of the Assignors or their Affiliates comprising the Assigned Business Patents and Intellectual Property and Assigned Business Trademarks. Notwithstanding the foregoing, ABC Group shall not be obligated to deliver any materials that have been previously delivered by ABC Group to Assignee.

## **2. License of Fuel Filler Pipe Patent.**

2.1 Grant of License. For purposes of this Section 2, Assignee is referred to as "Licensor" and Assignor is referred to as "Licensee"). Licensor hereby grants to Licensee a royalty-free, fully paid up, nonexclusive, perpetual worldwide license under U.S. Patent #US6508275B1 (Flexible Fuel Filler Pipe) (the "Fuel Filler Pipe Patent") to make, have made, use, sell, offer for sale, sell, import, and otherwise commercialize any product or method that falls within the scope of a claim of the licensed Patent.

2.2 Payment of Maintenance Fees. Licensor shall be responsible for and pay all fees required to maintain the active status of the Fuel Filler Pipe Patent. To the extent that Licensor elects to not to pay such fees, Licensor shall notify Licensee in writing and Licensee shall have the right to pay such fees on behalf of the Assignee.

2.3 Assignment of License. None of the Licensee rights hereunder may be assigned or otherwise transferred by Licensee without the prior written consent of the Licensor, except that this Agreement may be assigned to a purchaser of substantially all of the assets of Licensee without the prior written consent of the Licensor, provided that such purchaser shall assume all of the obligations and liabilities of Licensee under this Agreement.

3. **Representations and Warranties or Indemnification Obligations.** The Parties agree that all representations and warranties relating to matters contemplated herein are as set forth in the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Business Patents and Intellectual Property and Assigned Business Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that 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.

4. **Binding Effect.** This Agreement shall be binding upon the Assignors and their respective successors and permitted assigns under the Purchase Agreement and shall inure to the benefit of Assignee and its successors and its permitted assigns under the Purchase Agreement.

5. **Further Assurances as to Transfers of Business Intellectual Property.** Each of the Assignors and Assignee agrees that take, or cause to be taken, all such other and further action, including the execution and delivery from time to time hereafter, at the request of the other, all such further instruments, applications and documents to make all assignments and rightful oaths, as may be reasonably required in order to give effect the assignments contemplated herein, including executing writings reasonably requested by Assignee for recordation in the United States Patent and Trademark Office or any corresponding office in a foreign jurisdiction, all without further compensation.

6. **Notices.** All notices hereunder shall be deemed given if in writing and delivered personally or sent by registered or certified mail (return receipt requested) or sent by overnight courier to the Parties at the following addresses (or a such other addresses as shall be specified by like notice):

If to any Assignor, to:

ABC Group, Inc.  
2 Norelco Drive  
Toronto, Ontario (Canada) M9L 2X6  
Attention: Mary Anne Bueschkens

with a copy to:

Foley & Lardner LLP  
500 Woodward Avenue, Suite 2700  
Detroit, MI 48226  
Fax: (313) 234-2800  
Attention: Tom Spillane  
Email: tspillane@foley.com

If to Assignee, to:

YFS Automotive Systems, Inc.,  
300 ABC Boulevard  
Gallatin, Tennessee 37066  
Attention: Marius Sipos

with a copy to:

Rongshi International Holding Company Ltd.  
16 Floor of Gaoxin Plaza  
No. 1 Nanbinghe Road  
Xicheng District, Beijing, China  
Attention: Ms. Hua Zheng

with a copy to:

Miller, Canfield, Paddock and Stone P.L.C.  
150 W. Jefferson, Suite 2500  
Detroit, Michigan (USA) 48226  
Fax: (313) 497-8450  
Attention: Richard A. Walawender, Esq.  
Email: walawender@millercanfield.com

Any notice so delivered personally shall be deemed to be received on the date of delivery; any notice so sent by overnight courier shall be deemed to be received on the date received; and any notice so mailed shall be deemed to be received on the date stamped on the receipt (rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice).

**7. Entire Agreement; Amendments.** This Agreement, together with the Purchase Agreement, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior understandings or agreements by or among the Parties, whether written or oral, which may have related to the subject matter hereof in any way. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived, only by a written instrument signed by all of the Parties or, in the case of a waiver, by the Party waiving compliance.

**8. Interpretation.** The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning hereof.

**9. Governing Law.** This Agreement will be governed by and construed under the Laws of the State of Delaware without regard to conflicts-of-law principles that would require the application of any other law.

**10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

[Signatures on Following Page]



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

ABC GROUP INC.

By Mary Anne Bueschkens

Name: Mary Anne Bueschkens

Title: Executive Vice-President and General Counsel

By Derrick Phelps

Name: Derrick Phelps

Title: Executive Vice-President, Corporate Strategy

SALFLEX POLYMERS LTD.

By Robert Kunihiro

Name: Robert Kunihiro

Title: Co-Managing Director and Treasurer

By Mark Poynton

Name: Mark Poynton

Title: Co-Managing Director and Secretary

YFS AUTOMOTIVE SYSTEMS, INC.

By \_\_\_\_\_

Name: Rong Chen

Title: Project Manager

*Signature Page to IP Transfer Agreement*

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

ABC GROUP INC.

By \_\_\_\_\_  
Name: Mary Anne Bueschkens  
Title: Executive Vice-President and General  
Counsel

By \_\_\_\_\_  
Name: Derrick Phelps  
Title: Executive Vice-President, Corporate  
Strategy

SALFLEX POLYMERS INC.

By \_\_\_\_\_  
Name: Robert Kunihiro  
Title: Co-Managing Director and Treasurer

By \_\_\_\_\_  
Name: Mark Poynton  
Title: Co-Managing Director and Secretary

YFS AUTOMOTIVE SYSTEMS, INC.

By 陈荣  
Name: Rong Chen  
Title: Project Manager

**EXHIBIT A**  
**PATENTS AND PATENT APPLICATIONS**

TITLE	PAT/APP#	COUNTRY	PRIORITY DATE	FILING DATE	ISSUE/GRANT DATE	STATUS
<b>MULTI-LAYER CONDUIT</b>						
	US6170535B1	US (CON)	17-Nov-98	12-Nov-99	9-Jan-01	ISSUED; IN FORCE
	CA2346403C	CANADA	17-Nov-98	15-Nov-99	8-Feb-05	ISSUED; IN FORCE
	DE69906785D1 (via EP1131577B1)	GERMANY	17-Nov-98	15-Nov-99	9-Apr-03	ISSUED; IN FORCE
	JP03717407B2	JAPAN	17-Nov-98	15-Nov-99	16-Nov-05	ISSUED; IN FORCE
	US09/192295	US	17-Nov-98	17-Nov-98	----	ABANDONED
<b>FUEL TANK ANTI-DEFLECTION DEVICE</b>						
	US6135306A	US	8-Feb-99	8-Feb-99	24-Oct-00	ISSUED; IN FORCE
	CA2360290C	CANADA	8-Feb-99	26-Jan-00	25-Jan-05	ABANDONED
	EP1150853A1	EUROPE	8-Feb-99	26-Jan-00	----	ABANDONED
<b>FLANGED MEMBER WITH BARRIER LAYER</b>						
	US6652699B1	US (CIP)	17-Feb-00	29-Aug-00	25-Nov-03	ISSUED; IN FORCE
	JP04089870B2	JAPAN	17-Feb-00	29-Jan-01	28-May-08	ISSUED; IN FORCE
	US6863315B2	US (CON)	17-Feb-00	13-May-03	8-Mar-05	ISSUED; IN FORCE
	US09/505719	US	17-Feb-00	17-Feb-00	----	ABANDONED
	DE60105264D1 (via EP1255945B1)	GERMANY	17-Feb-00	29-Jan-01	15-Sep-05	ABANDONED
	CA2398981A1	CANADA	17-Feb-00	29-Jan-01	----	ABANDONED
<b>SEALING BEAD</b>						
	US6467643B1	US	25-Feb-00	25-Feb-00	22-Oct-02	ISSUED; IN FORCE
	US6811739B2	US (DIV)	25-Feb-00	21-Oct-02	2-Nov-04	ISSUED; IN FORCE
	US7105121B2	US (DIV)	25-Feb-00	24-Jun-04	12-Sep-06	ISSUED; IN FORCE

JP04237440B2	JAPAN	25-Feb-00	13-Feb-01	11-Mar-09	ISSUED; IN FORCE
DE60113654D1 (via EP1257431)	GERMANY	25-Feb-00	13-Feb-01	14-Jun-06	ISSUED; IN FORCE
CA2399176A1	CANADA	25-Feb-00	13-Feb-01	----	ABANDONED
<b>FLEXIBLE FUEL FILLER PIPE</b>					
US6508275B1	US	15-Mar-00	15-Mar-00	21-Jan-03	ISSUED; IN FORCE
<b>VEHICLE FUEL TANK (aka TWIST N STAY)</b>					
US20110272422	US	6-May-10	6-May-11	PENDING	PENDING APP
US20130161332	US (CIP)	6-May-10	14-Sep-12	PENDING	PENDING APP
EP2566715A1	EUROPE	6-May-10	5-May-11	PENDING	PENDING APP
<b>NECK ASSEMBLY (aka EVH)</b>					
US86222102 (formerly US2011/0220644)	US	10-Mar-10	9-Mar-11	PENDING	ISSUED; IN FORCE
MX2012010338A (formerly MX/a/2012/010338)	MEXICO	10-Mar-10	14-Feb-11	PENDING	PENDING APP
IN2557/KOLNP/2012	INDIA	10-Mar-10	14-Feb-11	PENDING	PENDING APP
KR2013014680A (formerly KR10-2012-7026407)	KOREA	10-Mar-10	14-Feb-11	PENDING	PENDING APP
EP2544912A1	EUROPE	10-Mar-10	14-Feb-11	PENDING	PENDING APP
US20140096835 (formerly US14/101,526)	US	10-Mar-10	13-Dec-13	PENDING	PENDING APP
<b>DEPLOYABLE FUEL TANK BAFFLE AND FUEL TANK SYSTEM</b>					
US13/990783 (unpublished)	US	3-Dec-10	30-May-13	PENDING	PENDING APP
EP2646349A1	EP	3-Dec-10	27-Jun-13	PENDING	PENDING APP
<b>BLOW MOLDING PROCESS, APPARATUS AND ARTICLE</b>					
US20120056356A1	US	8-Sep-10	8-Sep-11	PENDING	PENDING APP
<b>FUEL SYSTEM EMISSION CONTROL DEVICE (aka CARBON COVER)</b>					
US61/868,314	US	21-Aug-13	PROV	PROV	PENDING APP (provisional)