505989555 03/27/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6036264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MAN JU OH	02/21/2020
SANG SHIN LEE	02/21/2020
JAE WOONG KIM	02/21/2020
SO LA CHUNG	02/21/2020
YUN SUB CHUNG	03/12/2020
GUM BAE CHOI	03/12/2020

RECEIVING PARTY DATA

Name:	HYUNDAI MOTOR COMPANY
Street Address:	12, HEOLLEUNG-RO, SEOCHO-GU
City:	SEOUL
State/Country:	KOREA, REPUBLIC OF
Name:	KIA MOTORS CORPORATION
Street Address:	12, HEOLLEUNG-RO, SEOCHO-GU
City:	SEOUL
State/Country:	KOREA, REPUBLIC OF
Name:	HANON SYSTEMS
Street Address:	(SINIL-DONG) 95, SINILSEO-RO, DAEDEOK-GU
City:	DAEJEON
State/Country:	KOREA, REPUBLIC OF
Postal Code:	34325

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16833283

CORRESPONDENCE DATA

Fax Number: (415)442-1001

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.

Phone: 4154421000

Email: nina.kong@morganlewis.com

PATENT REEL: 052250 FRAME: 0233

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Correspondent Name: MORGAN, LEWIS & BOCKIUS LLP (SF)

Address Line 1: ONE MARKET, SPEAR STREET TOWER, SUITE 28

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	068949-6206-US
NAME OF SUBMITTER:	NINA KONG
SIGNATURE:	/Nina Kong/
DATE SIGNED:	03/27/2020

Total Attachments: 8

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> PATENT REEL: 052250 FRAME: 0234

ASSIGNMENT (Joint Inventors)

WHEREAS, the undersigned,

- (1) OH, Man Ju, resident of 106-1502, Hyundai Apt., Seocheon-dong, Giheung-gu, Yongin-si, Gyeonggi-do 17103, Republic of Korea.
- (2) LEE, Sang Shin, resident of (Hwaseo-dong, Blooming Pureunsup Apt.) 118-602, 50, Hwayang-ro, Paldal-gu, Suwo n-si, Gyeonggi-do 16438, Republic of Korea,
- (3) KIM, Jae Woong, resident of (Banwol-dong, SK View Park) 114-1701, 382-37, Dongtanwoncheon-ro, Hwaseong-si, Gyeonggi-do 18396, Republic of Korea,
- (4) CHUNG, So La, resident of (Guro-dong, Samsung Raemian Apt.) 101-1704, 90, Digital-ro 31-gil, Guro-gu, Seoul 0 8371 Republic of Korea,
- (5) CHUNG, Yun Sub, resident of (Sinil-dong) Hanon Systems, 95, Sinilseo-ro, Daedeok-gu, Daejeon 34325, Republic of Korea,
- (6) CHOI, Gum Bae, resident of 803-1801, 3, Baeul 2-ro, Yuseong-gu, Daejeon 34021, Republic of Korea,

(hereinafter termed "Inventor(s)"), respectively, has/have invented certain new and useful improvements in *INTEGRATED*THERMAL MANAGEMENT MODULE FOR VEHICLE and executed therefore an application for Letters Patent of the U nited States and

\boxtimes	having an oath or declaration execute	d on even date herewith.	
	bearing U.S. Patent Application No.	and filed on	

WHEREAS, (1) HYUNDAI MOTOR COMPANY, a corporation of the Republic of Korea, having a place of business at 12, Heolleung-ro, Seocho-gu, Seoul 06797, Republic of Korea, (2) KIA MOTORS CORPORATION, a corporation of the Republic of Korea, having a place of business at 12, Heolleung-ro, Seocho-gu, Seoul 06797, Republic of Korea, and (3) Hanon Systems, a corporation of the Republic of Korea, having a place of business at (Sinil-dong) 95, Sinilseo-ro, D aedeok-gu, Daejeon 34325, Republic of Korea (hereinafter termed "Assignees"), are desirous of acquiring the entire right, t itle and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee(s):

Page 1 of 8

- 1. Said Inventor(s) does/do hereby sell, assign, transfer and convey unto said Assignee(s), the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor(s) does/do hereby jointly and severally covenant and agree to cooperate with said Assignee(s) to enable said Assignee(s) to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee(s) (a) for perfecting in said Assignee(s) the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee(s).
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee(s), its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), its/their respective heirs, legal representatives and assigns.
- 4. Said Inventor(s) does/do hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor(s) has/have executed and delivered this instrument to said Assignee(s) as follows:

Page 2 of 8

(1) OII, Man Ju

Date:

2020 . 2.2

State of 1.SS.

WITNESS my hand and official seal.

Notary Public

Page 3 of 8

	(2) LEE, Sang S	hio.	
Date:				
	2020, 2,21	Lee,	Son	Shin
State of	388			
whose name i upon behalf o	before the	y Public, personally appeared he same in his her authorized cap ERRUBY under the laws of the 5	, who prove scripties), and that by itage of California tha	d'un me un die basis of satisfactory evidence to be the perso his/her signature on the instrument the person, or the emit i the foregoing paragraph is tree and correct
		ESS toy hand and official seal.		
	Notary	Public		

Page 4 of 8

	(3) KIM, Jae Woong
Date:	
	<u>2020, 2, 21</u> <u>10, Jay</u> Wood
State of County of) ss
whose hadie is	before me. Notary Public, personally appeared who proved to me on the basis of satisfactory evidence to be the person which the person excel, executed the instrument. I certify order PENALTY OF PERRIEY moder the base of the State of California that the foregoing paragraph is true and correct WINNESS toy hand and official seed.
	Notice Public

Page 5 of 8

(4) CHUNG, So La

Notary Public

Page 6 of 8

PATENT	Attorney Docket No. 068949-6206-US
	(5) CHUNG, Yun Sub
Date:	
x ≈ 20, 03, 13-	
State of	
whose name is subscribed to the within instrument and acknowledged in	Notary Public personally appeared to be proved to me on the basis of satisfactory evidence to be the person me that bettle executed the come in bisther additional capacity (res), and that by instact appeared on the restricted the person, or the entity y under PERVALTY OF PERVICEY ender the laws of the State of California that the Poregionic periodiciph is title and correct.
	WEENESS my hand and official soul
	Noney Public

Page 7 of 8

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