

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6979275

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES CAUCHY	02/28/2020
RECEIVING PARTY DATA	
Name:	PROMETHIENT, INC.
Street Address:	2382 CASS RD,
City:	TRAVERSE CITY
State/Country:	MICHIGAN
Postal Code:	49684
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17433893
Application Number:	17344184
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	AMERGN.270NP_268C1
NAME OF SUBMITTER:	VLADIMIR S. LOZAN
SIGNATURE:	/Vladimir S. Lozan/
DATE SIGNED:	10/20/2021
Total Attachments: 10	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) is made as of February 28, 2020 by and between Charles Cauchy, an individual (“**Assignor**”), and Promethient, Inc., a Delaware corporation (“**Assignee**” and together with Assignor, collectively, the “**Parties**” and each individually, a “**Party**”). Capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in Exhibit A attached hereto.

WHEREAS, Assignor has created, prepared, produced, authored, edited, amended, conceived, or reduced to practice certain inventions, discoveries, confidential or proprietary ideas, concepts and information, designs, engineering drawings and CAD, blueprints, models, performance requirements, system architectures, design standards and technical specifications (for component, sub-system and system specifications), benchmarking, design and process validation plans, testing and simulation, samples, techniques, formulas, algorithms, operating specifications, financial information, including pricing and costing, market research or studies, product development data, research data, lab notebooks, devices and prototypes, manufacturing specifications and process analysis, component part and manufacturing sourcing recommendations, and any other know-how, methods or processes, whether or not they may qualify as trade secrets, related to or used in the business of Assignee (regardless of when or where the same is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, the “**Transferred Knowledge**”), as well as any and all rights in and to all Intellectual Property (as defined below) related thereto, including as further described in Section 1 below (collectively, the “**Transferred Technology**”);

WHEREAS, Assignor is the sole stockholder of Assignee, and Assignee and Assignor contemplate entering into that certain Asset Purchase Agreement (the “**Purchase Agreement**”) by and among Gentherm Incorporated, a Michigan corporation (“**Gentherm**”), Assignee and Assignor, pursuant to which Assignee proposes to sell, assign, transfer and deliver to Assignee, free and clear of any Encumbrances, all of Assignor’s right, title and interest in, to and under, certain of its assets, including the Transferred Technology; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the closing of the transactions described in the Purchase Agreement.

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

1. Transferred Technology. Effective as of the earlier of the date Assignor first used the applicable Transferred Technology and the date of this Agreement, Assignor irrevocably shall be deemed to have sold, assigned, transferred and delivered, and hereby sells, assigns, transfers and delivers, to Assignee, and its successors and assigns forever, free and clear of all Encumbrances, all of Assignor’s right, title and interest, of whatever kind, throughout the world, in and to the Transferred Technology, including more specifically, but without limitation, the following:

(a) any and all of the Assignor’s rights in all issued U.S. and foreign patents and pending patent applications set forth on Exhibit A, as well as all patent disclosures, improvements and other rights related thereto;

(b) any further patent applications and patents filed or issued in any jurisdiction that describe, claim or are otherwise based on any Transferred Knowledge that exists as of the date of this Agreement;

(c) any patent applications and patents that may be filed or issued in any jurisdiction at any time that are based upon or otherwise claim priority to any of the applications or patents included under clauses (a) and (b) of this Section 1, including without limitation all continuations, continuations-in-part, divisional applications, extensions, renewals, reissues and re-examinations of the applications and patents included under clauses (a) and (b) of this Section 1;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction (including, without limitation, common law), by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Agreement, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

As used in this Agreement, **“Intellectual Property”** means any and all of the following (including all copies and embodiments thereof, in electronic, written or other media; all rights to seek and recover damages and/or settlements for any claims whatsoever related thereto; all renewals, extensions, divisions, continuations, continuations-in-part, modifications, derivative works, and improvements thereto, and the like; and all goodwill related thereto) in the United States and outside of the United States: (i) all registered and unregistered trademarks, service marks, logos, trade names, corporate names, other indicia of source of origin, and all applications to register the same but for certainty excluding trade dress; (ii) all issued U.S. and foreign patents and pending patent applications, patent disclosures and improvements thereto, and rights related thereto; (iii) all registered and unregistered copyrights and all applications to register the same; (iv) all computer software and databases; (v) all categories of trade dress, design registrations and applications therefor, trade secrets, know-how, inventions (whether or not patentable and whether or not reduced to practice), algorithms, processes, procedures, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information and other confidential and proprietary information; (vi) all licenses and agreements pursuant to which Assignor has acquired rights in or to any of the of the items set forth in (ii)-(v); (vii) all licenses and agreements pursuant to which Assignor has licensed or transferred any rights to any of the items set forth in (ii)-(v); and (viii) all Internet domain names.

2. Additional Covenants. Assignor will not oppose any application, seek to cancel any registration or initiate re-examination, or object to any use by Assignee, of the Transferred Technology, or assist any third party in any of the foregoing.

3. Recordation. Assignor hereby authorizes the Commissioner for Patents and any other governmental officials, whether foreign or domestic, to record and/or register this Assignment upon request by the Assignee or its representatives and to issue one or more new certificates of registration in Assignee’s name.

4. Excluded Assets. Except for the Transferred Technology, Assignee is not acquiring, and Assignor is not transferring, any other assets of Assignor, including those assets set forth on Exhibit B.

5. Further Assurances. Assignor, at its own expense, shall execute and deliver such further instruments of conveyance and transfer and take such additional action as Assignee may reasonably request to effect, consummate, confirm or evidence the transfer to Assignee of the Transferred Technology, and Assignor, at its own expense, shall execute such documents as may be reasonably necessary to assist Assignee in preserving or perfecting its rights in the Transferred Technology and use its reasonable efforts to do or cause to be done all other things necessary, proper or advisable under applicable law, to carry out the provisions of this Agreement and to consummate and give full effect to the transactions contemplated by this Agreement.

6. Amendment and Modification; Waiver. No amendment or modification or addition to this Agreement will be valid or effective unless the same is in writing and signed by Assignee and Assignor. The Party entitled to the benefit of any respective term or provision of this Agreement may (a) extend the time for the performance of any of the obligations of the other Parties, (b) waive any inaccuracies in the representations and warranties of the other Parties contained in this Agreement or (c) waive compliance with any obligation, covenant or agreement of the other Parties contained in this Agreement. Any agreement with regard to any such extension or waiver will be valid only if set forth in an instrument in writing by the Party granting such extension or waiver. A waiver or failure to enforce any of the terms or provisions of this Agreement will not in any way affect, limit or waive any Party's rights at any time to enforce strict compliance thereafter with such term and every other term and provision of this Agreement.

7. Entire Agreement. This Agreement together with each of its attachments, schedules and exhibits supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (together with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.

8. Assignments, Successors and Third-Party Rights. No Assignor may assign any of such Assignor's rights or delegate any of its duties under this Agreement without the prior written consent of Assignee. Assignee may freely assign any of its rights or delegate any of its duties under this Agreement. Nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the Parties, Gentherm and Gentherm's affiliates any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties, Gentherm and Gentherm's affiliates to this Agreement and their successors, personal representatives and permitted assigns.

9. Severability. The provisions of this Agreement will be deemed severable, and if any provision of this Agreement is determined to be illegal or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is determined to be illegal or invalid in its entirety such illegality or invalidity will have no effect on the other provisions of this Agreement, which will remain valid, operative and enforceable.

10. Cumulative Remedies. All remedies of the Parties hereunder are cumulative, and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.

11. Governing Law; Waiver of Jury Trial. This Agreement, its construction and the determination of any rights, duties or remedies of the Parties arising out of or relating to this Agreement will be governed by, enforced under and construed in accordance with the laws of the State of Michigan, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

12. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

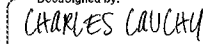
13. Interpretation; Construction. Unless the context otherwise requires, (a) the term “including” and similar terms will be deemed to be immediately followed by the phrase “without limitation”; and (b) notwithstanding that this Agreement may have been drafted or prepared by one of the Parties, each of the Parties confirms that: (i) such Party and its counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, (ii) the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and (iii) if 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 Person by virtue of the authorship of any of the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of date first above written.

ASSIGNOR:

CHARLES CAUCHY

By:  DocuSigned by:
CC260807803740C
Name: Charles Cauchy

[Signature Page to Owner Intellectual Property Assignment Agreement]

ASSIGNEE:

PROMETHIENT, INC.

DocuSigned by:

By: 

Name: William Myers

Title: Chief Executive Officer

EXHIBIT A

PURCHASED PATENTS

Title	App. No.	Filing Date	Pub. No.	Pub. Date	Patent Date	Issue Date
Provisional Patent Application for: "RESISTANCE HEAT ASSISTED COOLING AND HEATING TECHNOLOGY"	62/812,614	3/1/2019	N/A	N/A	N/A	N/A
Provisional Patent Application for: "HEATING AND COOLING TECHNOLOGIES" (combined filing of the Conductive Enhanced Convective Cooling and Heating Technology and the Electronic Temperature Controller Technology)	62/874,820	7/16/2019	N/A	N/A	N/A	N/A
National Stage Chinese Utility Patent Application for: "HEATING AND COOLING TECHNOLOGIES"	201580073164.X	7/12/2017	CN107251247A	10/13/2017	N/A	N/A
National Stage EPC Utility Patent Application for: "HEATING AND COOLING TECHNOLOGIES"	EP 15859716.1	6/8/2017	EP3218942A1	9/20/2017	EP3218942B1	2/26/2020
PCT International Utility Patent Application for: "HEATING AND COOLING TECHNOLOGIES"	PCT/US2015/060955	11/16/2015	WO 2016/077843	5/19/2016	N/A	N/A
National Stage US Utility Patent Application for: "HEATING AND COOLING TECHNOLOGIES"	15/526,954	5/15/2017	US 2017 0354190-A1	12/14/2017	Not Yet	Not Yet
National Stage Filing in Brazil for: HEATING AND COOLING TECHNOLOGIES, INCLUDING TEMPERATURE REGULATING PAD	BR 11 2019 019628 5	9/20/2019	N/A	N/A	Not Yet	Not Yet

PATENT

REEL: 057850 FRAME: 0337

Title	App. No.	Filing Date	Pub. No.	Pub. Date	Patent Date	Issue Date
WRAP AND TECHNOLOGIES WITH LIQUID SYSTEM"						
National Stage Filing in China for: HEATING AND COOLING TECHNOLOGIES, INCLUDING TEMPERATURE REGULATING PAD WRAP AND TECHNOLOGIES WITH LIQUID SYSTEM"	201880028622.1	10/30/2019	CN110574177A	12/13/2019	Not Yet	Not Yet
National Stage Filing in EPC for: HEATING AND COOLING TECHNOLOGIES, INCLUDING TEMPERATURE REGULATING PAD WRAP AND TECHNOLOGIES WITH LIQUID SYSTEM"	18771254.2	9/20/2019	EP3602641A1	2/5/2020	Not Yet	Not Yet
National Stage Filing in Japan for: HEATING AND COOLING TECHNOLOGIES, INCLUDING TEMPERATURE REGULATING PAD WRAP AND TECHNOLOGIES WITH LIQUID SYSTEM"	2020501417	9/20/2019	N/A	N/A	Not Yet	Not Yet
National Stage Filing in the United States for: HEATING AND COOLING TECHNOLOGIES, INCLUDING TEMPERATURE REGULATING PAD WRAP AND TECHNOLOGIES WITH LIQUID SYSTEM"	16/495,792	9/19/2019	US 2020/0025424 A1	1/23/2020	Not Yet	Not Yet
PCT International Utility Patent Application for: "THERMALLY CONDUCTIVE LAYER"	PCT/US19/44797	8/2/2019	Not Yet	Not Yet	N/A	N/A
Provisional Patent Application for: "SEAT HEATING AND COOLING TECHNOLOGIES"	62/080,072	11/4/2014	N/A	N/A	N/A	N/A

Title	App. No.	Filing Date	Pub. No.	Pub. Date	Patent Date	Issue Date
Provisional Patent Application for: "TEMPERATURE REGULATING PAD WRAP"	62/563,702	9/27/2017	N/A	N/A	N/A	N/A
Provisional Patent Application for: "HEATING AND COOLING TECHNOLOGIES WITH LIQUID SYSTEM"	62/473,966	3/20/2017	N/A	N/A	N/A	N/A
PCT International Utility Patent Application for "HEATING AND COOLING TECHNOLOGIES, INCLUDING TEMPERATURE REGULATING PAD WRAP AND TECHNOLOGIES WITH LIQUID SYSTEM"	PCT/US18/23443	3/21/2018	WO/2018/175506	9/27/2018	N/A	N/A
European Divisional Patent Application for: "HEATING AND COOLING TECHNOLOGIES"	15859716.1	2/21/2020	N/A	N/A	N/A	N/A
PCT International Utility Patent Application for "RESISTANCE HEAT ASSISTED COOLING TECHNOLOGY"	PCT/US20/20237	2/27/2020	N/A	N/A	N/A	N/A

EXHIBIT B

EXCLUDED ASSETS

Any Intellectual Property unrelated to and not used in the business of Promethient, Inc.