

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7086477

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THULE INC.	12/03/2021
RECEIVING PARTY DATA	
Name:	THULE SWEDEN AB
Street Address:	BOX 69
City:	HILLERSTORP
State/Country:	SWEDEN
Postal Code:	33504
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	10947753
Patent Number:	9580928
Patent Number:	9995055
Application Number:	17201757
Patent Number:	D820192
Patent Number:	10745932
Patent Number:	10208502
Patent Number:	10465412
Patent Number:	10077574
CORRESPONDENCE DATA	
Fax Number:	(202)371-2540
<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:	2023712600
Email:	rholtz@sternekessler.com, amottley@sternekessler.com
Correspondent Name:	STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
Address Line 1:	1100 NEW YORK AVE NW
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	3539.0000000
NAME OF SUBMITTER:	JASON A. FITZSIMMONS

SIGNATURE:	/Jason A. Fitzsimmons #65,367/
DATE SIGNED:	12/21/2021
Total Attachments: 5 source=3539.0000000 - Assignment#page1.tif source=3539.0000000 - Assignment#page2.tif source=3539.0000000 - Assignment#page3.tif source=3539.0000000 - Assignment#page4.tif source=3539.0000000 - Assignment#page5.tif	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

THIS AGREEMENT

is dated December 3rd, 2021, and is made:

BETWEEN

- (1) Thule Inc. (reg. no. 33-749), a company organised and existing under the laws of United States and having its registered office in Seymour, United States (hereinafter referred to as "Assignor").

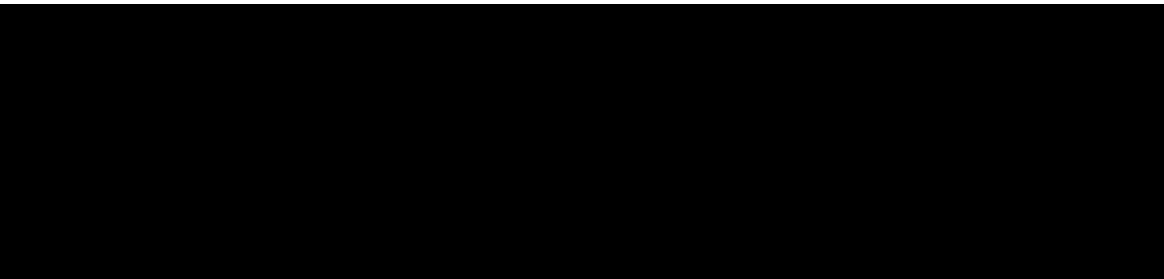
AND

- (2) Thule Sweden AB (reg. no. 556076-3970), a company organised and existing under the laws of Sweden and having its registered office in Hillerstorp, Sweden (hereinafter referred to as "Assignee").

Each of the Assignor and the Assignee is hereinafter referred to as a "**Party**" and jointly as the "**Parties**".

WHEREAS

- (A) The Assignor and Assignee are both members of the Thule group of companies (hereinafter referred to as "Thule Group"), which is a multinational group of companies;
- (B) The Assignor is the owner of certain Sport&Cargo Carriers ("S&CC") intellectual property ("IP") rights, as defined in Clause I;



NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereby mutually agree as follows:

I. Definitions

S&CC IP rights – "S&CC IP rights" shall mean all design and functional IP owned by Assignor related to roof top tents without limitations, and includes both registered and non-registered IP. The registered IP is listed in Annex I to this Agreement.

II. Assignment

1. The Assignor hereby assigns to the Assignee, and its successors and assigns, all of its right, title and interest in and to the S&CC IP rights, including for the avoidance of doubt

PATENT

all good-will and right to royalties related thereto, and the Assignee hereby accepts this assignment. The assignment shall take effect upon the signing of this Agreement.

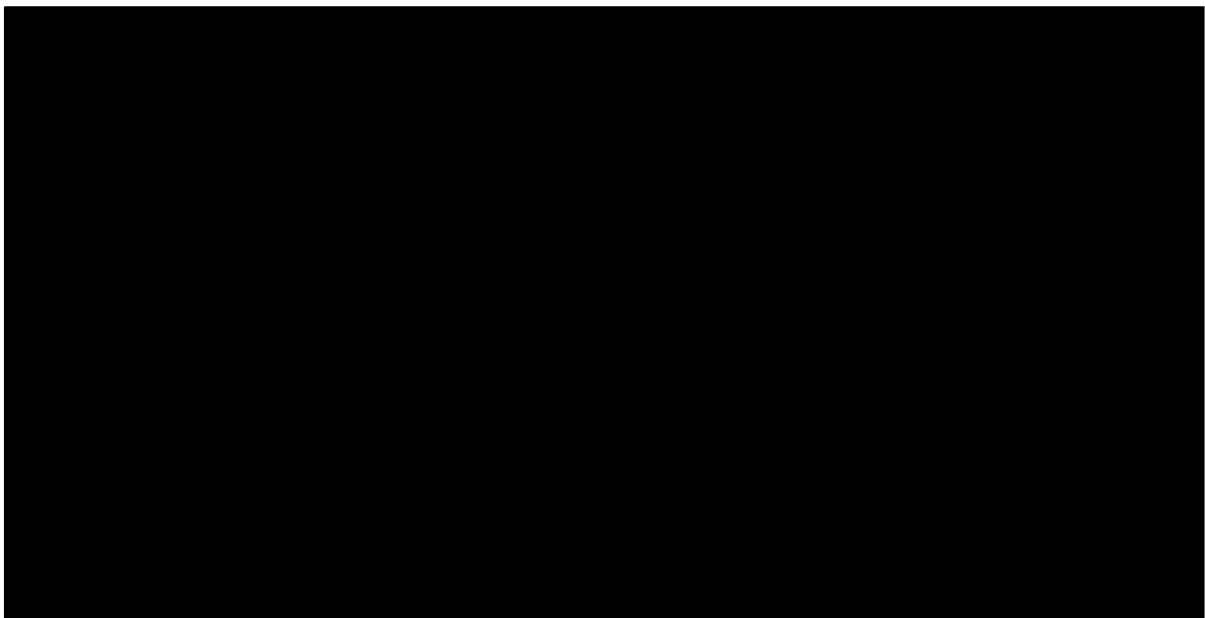
2. The assignment under Clause II.1 is complete and includes any and all rights of enforcement with respect to the S&CC IP rights, including all rights to sue and recover for past infringement hereof, and any and all causes of action related thereto. Furthermore, the Assignee may in its sole discretion transfer, license or otherwise dispose of all or any part of the rights assigned hereunder as well as make modifications or changes to the S&CC IP rights, as it sees fit.
3. The Assignee shall assume full responsibility for any pending opposition proceedings or applications before relevant IP authorities as well as any pending infringement actions with respect to the S&CC IP rights.
4. The Assignor agrees that it will, at any time upon request, free of charge execute and deliver all such documents, forms and authorizations and the similar as may be required by the relevant registration authorities in all jurisdictions concerned, for the registration of the assignment of the S&CC IP rights. However, the Assignee is under no obligation to register the assignment with all registration authorities.
5. The Assignee shall pay all fees charged by the registration authorities and IP agents and the similar assisting in connection with the registration of the assignment.

III. Consideration

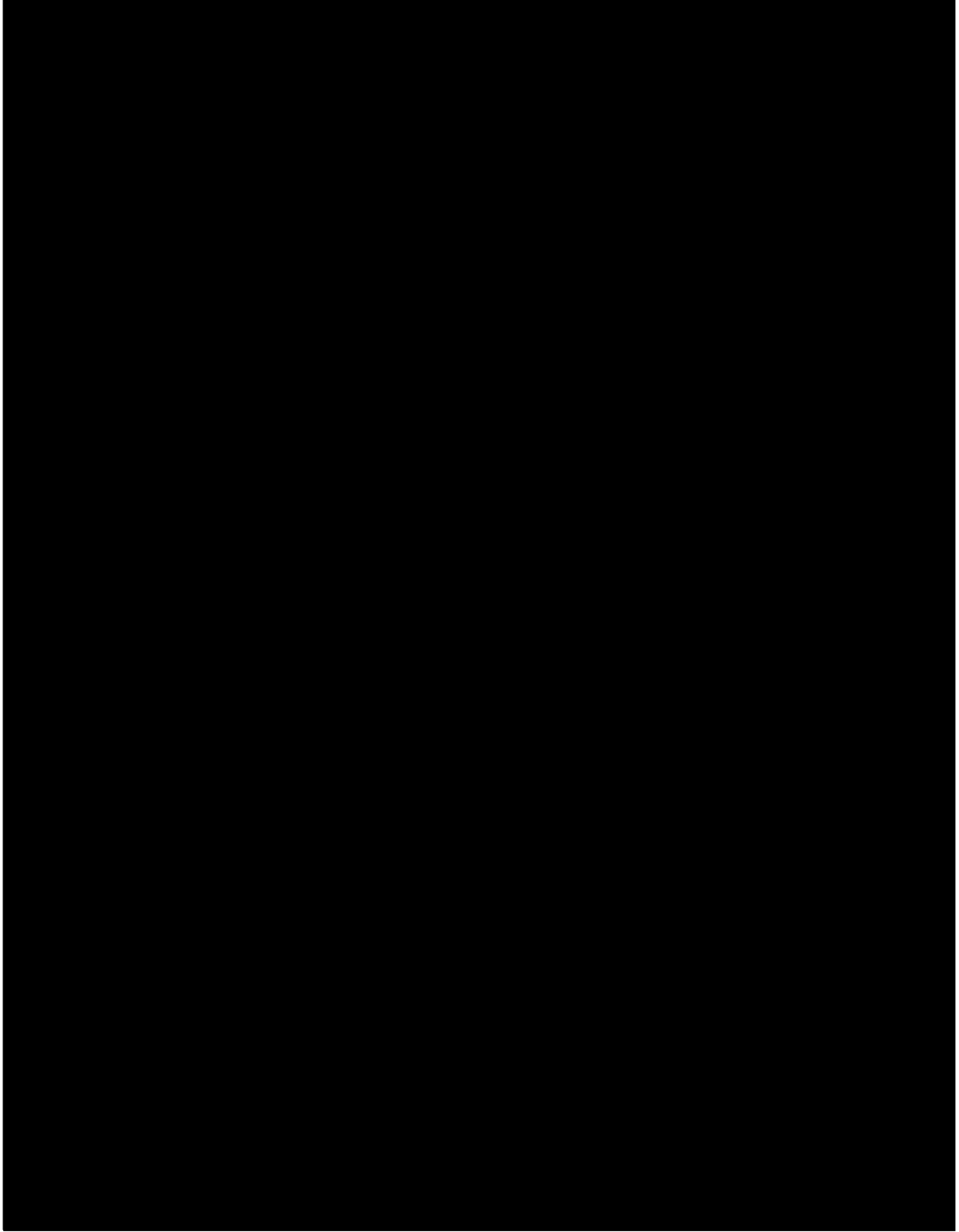
As full and final consideration of the assignment of the S&CC IP rights and in accordance with performed fair market valuation, the Assignee shall pay the sum of [REDACTED] to the Assignor within ten business days from the mutual signing of this Agreement.

IV. Warranty

The Assignor warrants that it is the sole owner of the S&CC IP rights, that the Assignor has the full legal right to assign these rights to the Assignee and that the S&CC IP rights are not, as of the date hereof, pledged to a third party.



Thule Group»



IN WITNESS

Whereof the Parties hereto have executed this Agreement the 3rd of December 2021,

SIGNED BY 

Pradeep Vasudevan

for and on behalf of Assignor

SIGNED BY 

Magnus Welanders

for and on behalf of Assignee

SIGNED BY 

Jonas Lindqvist

for and on behalf of Assignee

Attachments:

- Annex I – S&CC registered IP related to roof top tents

S&CC Registered IP related to Roof Top Tents

The Agreement covers all S&CC IP rights owned by Assignor related to roof top tents, including, but not limited to, the registered IP as listed below.

Type of Right	Country Name	Patent ID	IP Right Status	Filing Date	Application Number	Issue Date	Patent Number (with CC)	Current Assignee
Patent	United States	P2322US5CON	In Force	2019-11-01	16/671,659	2021-03-16	US10,947,753	Thule Inc.
Patent	United States	P2322US2	In Force	2016-09-28	15/275,119	2017-02-28	US9,560,928	Thule Inc.
Patent	United States	P2322US1	In Force	2016-09-01	15/254,961	2018-06-12	US9,995,055	Thule Inc.
Patent	United States	P2322US5CON2	Pending	2021-03-15	17/201,757			Thule Inc.
Design	United Kingdom	D0384GB-1	In Force	2017-06-01	90040279360001	2017-06-01	G8004027936	Thule Inc.
Design	United Kingdom	D0384GB-2	In Force	2017-06-01	90040279360002	2017-06-01	G8004027936	Thule Inc.
Design	United Kingdom	D0384GB-3	In Force	2017-06-01	90040279360003	2017-06-01	G8004027936	Thule Inc.
Design	United States	D0384US	In Force	2016-12-02	29/586,423	2018-06-12	US0820,192	Thule Inc.
Design	EUIPO	D0384EM	In Force	2017-06-01	9004027936	2017-06-01	EM0004027936	Thule Inc.
Patent	Canada	P2324CA	Pending	2018-08-30	3015832			Thule Inc.
Patent	United States	P2324US3	In Force	2018-12-21	16/231,228	2020-08-18	US10,745,932	Thule Inc.
Patent	United States	P2324US2	In Force	2017-08-31	15/693,215	2019-02-19	US10,208,502	Thule Inc.
Patent	United States	P2322US5	In Force	2018-08-21	16/107,225	2019-11-05	US10,465,412	Thule Inc.
Patent	United States	P2322US4	In Force	2017-06-16	15/625,659	2018-09-18	US10,077,574	Thule Inc.