

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7114346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DURA AUTOMOTIVE SYSTEMS, LLC	06/05/2020
DURA OPERATING, LLC	06/05/2020
DURA GLOBAL TECHNOLOGIES, INC.	06/05/2020
DURA GLOBAL TECHNOLOGIES, LLC	06/05/2020
RECEIVING PARTY DATA	
Name:	DUS OPERATING INC.
Street Address:	1780 POND RUN
City:	AUBURN HILLS
State/Country:	MICHIGAN
Postal Code:	48326
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16281510
CORRESPONDENCE DATA	
Fax Number:	(734)418-3320
<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:	7344183142
Email:	assignments@vivacqualaw.com
Correspondent Name:	RAYMOND VIVACQUA
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Address Line 4:	ANN ARBOR, MICHIGAN 48108
ATTORNEY DOCKET NUMBER:	DHQ-9-PG 18-19
NAME OF SUBMITTER:	STEVEN L. CRANE
SIGNATURE:	/STEVENLCRANE/
DATE SIGNED:	01/11/2022
Total Attachments: 7	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), effective as of June 5, 2020 (the "Effective Date"), is entered into by and between Dura Automotive Systems, LLC and Dura Operating, LLC, on behalf of itself and all of its predecessors, including Dura Global Technologies, Inc. and Dura Global Technologies, LLC (collectively, "Assignors") and DUS Operating Inc., a Delaware corporation ("Assignee"). Assignors and Assignee are each referred to individually as a "Party" and together as the "Parties."

WHEREAS, Assignors are the sole and exclusive beneficial and record owner of the patents and patent applications set forth on Schedule A attached hereto; and

WHEREAS, Assignors or certain of their affiliates and Assignee or certain of its affiliates have entered into that certain Stock and Asset Purchase Agreement dated as of April 29, 2020 (as it may be amended, supplemented or modified from time to time, the "NA Purchase Agreement"), under which, among other things, Assignors have agreed to transfer and assign to Assignee all of Assignors' right, title and interest in, to and under the patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof primarily related to the Business (as defined in the NA Purchase Agreement), including without limitation those identified in Schedule A attached hereto (collectively, the "NA Patents");

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein and in the NA Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors hereby assign, transfer and convey to Assignee in perpetuity, and Assignee hereby accepts, any and all right, title and interest, whether now or hereafter existing, in, to and under the NA Patents. Without limiting the foregoing, as part of such assignment, Assignors hereby assign, transfer and convey to Assignee, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, the following:

(a) All patents and patent applications (i) to which any of the NA Patents directly or indirectly claims priority and (ii) for which any of the NA Patents directly or indirectly forms a basis for priority;

(b) Assignors' rights of priority resulting from the filing of any of the patents and patent applications;

(c) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants or issuances of any type related to any of the NA Patents, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty or any other similar convention, treaty, agreement or understanding;

(d) all of Assignors' right, title and interest to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and all other enforcement rights under, or on account of, any of the NA Patents, including, without limitation, all causes of action and other enforcement rights for (i) damages (past, current and future), (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement, including all rights afforded under 35 U.S.C. § 154(d); and

(e) all rights to collect royalties and other payments under or on account of any of the NA Patents.

2. Recordation. Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office, other empowered officials of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to (a) record Assignee as the assignee and owner of the entire interest in the NA Patents or other rights identified in this Patent Assignment; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Patent Assignment; and (c) issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the NA Patents or other rights identified in this Patent Assignment in the name of Assignee, as the assignee to the entire interest therein. Assignee shall bear all of the costs and expenses related to such recordation.

3. Further Assurances. At any time after the date hereof, Assignors shall use commercially reasonable efforts to (a) execute and deliver such other instruments of sale, transfer, conveyance, assignment, assumption and confirmation, and (b) take such other actions as Assignee may reasonably request, in each case of clauses (a) and (b) that are necessary or desirable for obtaining, sustaining or reissuing any registrations for the NA Patents, and transferring, conveying, assigning, and delivering to Assignee the title in and to the NA Patents, all at Assignee's sole cost and expense.

4. Purchase Agreement. Nothing herein shall be deemed to extend or amplify the rights, remedies, duties, or obligations of Assignee or Assignors under the NA Purchase Agreement and, to the extent that there is any conflict between the terms and conditions of this Patent Assignment and the terms and conditions of the NA Purchase Agreement, the terms and conditions of the NA Purchase Agreement shall govern, supersede, and prevail. Except as otherwise provided herein, all capitalized terms used and not defined herein (including the recitals hereto) shall have the respective meanings assigned to such terms in the NA Purchase Agreement.

5. Counterparts. This Patent Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. Delivery of an executed counterpart of this Patent Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

6. Governing Law. The interpretation and construction of this Patent Assignment, and all matters relating to this Patent Assignment, will be governed by the laws of the State of New York without giving effect to any conflict of law provisions thereof.

7. Headings. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.

8. Amendments. This Patent Assignment shall not be amended except by an instrument in writing signed on behalf of each of the parties.

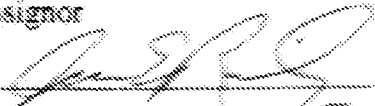
9. Successors and Assigns. This Patent Assignment is executed by, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns for the uses and purposes set forth above.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed and delivered as of the day and year first above written.

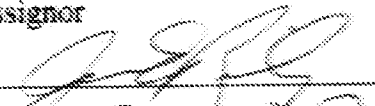
Dura Operating, LLC

as Assignor

By: 
Name: James E. Rieley
Title: CFO

Dura Automotive Systems, LLC

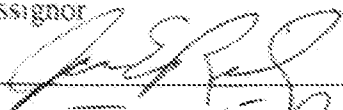
as Assignor

By: 
Name: James E. Rieley
Title: CFO

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DURA Operating, LLC

as Assignor

By: 
Name: James E. Riney
Title: CFO

DUS Operating Inc.

as Assignee

By: 
Name: STEPHEN JOHNSTON
Title: CFO

DURA Case Number	Patent Application Number	Patent Number
11G04P	13/705395	9033387
BMD003	12/694340	8806812
00-12	09/974133	6609595
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