

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7171592

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FOREST RIVER, INC.	02/04/2022
RECEIVING PARTY DATA		
Name:	THE BRAUN CORPORATION	
Street Address:	631 W 11TH ST	
City:	WINAMAC	
State/Country:	INDIANA	
Postal Code:	46996	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9969437
CORRESPONDENCE DATA		
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<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>		
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NAME OF SUBMITTER:	DUNCAN POIRIER	
SIGNATURE:	/Duncan Poirier/	
DATE SIGNED:	02/11/2022	
Total Attachments: 5		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated effective as of **February 4, 2022**, is made by **FOREST RIVER, INC.**, an Indiana corporation ("Assignor"), in favor of **THE BRAUN CORPORATION**, an Indiana corporation ("Assignee").

WHEREAS, Assignor manufactures and sells customized, lowered floor, full size Ram ProMaster wheelchair accessible vehicles (the "ProMaster Business");

WHEREAS, contemporaneous to the execution of this Patent Assignment, Assignor and Assignee will enter into that certain Asset Purchase Agreement, of even date herewith, involving the sale of the ProMaster Business from Assignor to Assignee ("APA");

WHEREAS, in furtherance of the terms of the APA, Assignor desires to convey, transfer, and assign, from Assignor to Assignee, certain intellectual property rights that are owned by Assignor and that are used, or held for use, in the operation of the ProMaster Business, for the mutual benefit of the parties; and Assignor desires to execute and deliver this Patent Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdiction;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For the mutual benefit of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned IP"):

- (a) The patent registration set forth in **Schedule 1** hereto (the "Patent");
- (b) All rights of Assignor, of any kind whatsoever, accruing under the foregoing and provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise throughout the World;
- (c) Any and all royalties, fees, income, payments, and other proceeds, now or hereafter due or payable, with respect to any and all of the foregoing; and
- (d) Any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof; including all rights to and claims for damages, restitution, and injunctive relief, and any other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, and any other governmental official in any jurisdiction, both domestic and foreign, to

record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions and render all cooperation reasonably necessary to Assignee and its successors, assigns, and legal representatives following the date hereof, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto, including without limitation all action reasonably necessary to secure the execution, completion, or filing of any requested documents, powers of attorney, files, registrations, or other similar items.

3. Assignor expressly grants Assignee the right and power of attorney necessary to file, on behalf of Assignor, such documents as necessary to update with any government agency or entity, the assignments contained herein, and thereby ensure the recordation of proper chain of title for the Assigned IP. Further, Assignor hereby agrees to provide any documents and cooperation reasonably necessary in furtherance of such action.

4. Counterparts. This Patent Assignment 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 Patent Assignment 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 Patent Assignment.

5. Amendment. No amendment or waiver of any provision of this Patent Assignment shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or in writing and executed by the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

6. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE & NOTARY PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR

FOREST RIVER, INC.

By: 
Name: Darrel O. Ritchie
Title: Chief Financial Officer

ASSIGNEE

THE BRAUN CORPORATION

By: _____
Name:
Title:

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR

FOREST RIVER, INC.

By: _____

Name: Darrel O. Ritchie

Title: Chief Financial Officer

ASSIGNEE

THE BRAUN CORPORATION

By: Staci Kroon

Name: STACI KROON

Title: CEO

[Signature Page to Patent Assignment]

PATENT
REEL: 058988 FRAME: 0522

SCHEDULE 1
ASSIGNED PATENTS

Country	Patent/Publication No.	Title	Application Granted
US	9969437	Vehicle floor section	2018-05-15

Schedule 1