

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHNSON ELECTRIC (GUANGDONG) CO., LTD.	02/12/2021
RECEIVING PARTY DATA	
Name:	JOHNSON ELECTRIC INTERNATIONAL AG
Street Address:	FREIBURGSTRASSE 33
City:	MURTEN
State/Country:	SWITZERLAND
Postal Code:	3280
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17615471
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1928/0944PUS1
NAME OF SUBMITTER:	JOE MCKINNEY MUNCY
SIGNATURE:	/Joe McKinney Muncy/
DATE SIGNED:	08/05/2022
Total Attachments: 3	
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source=2022-08-05-Co-to-Co-Assignment#page3.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "Agreement") is made as of this 2-December-2021 (the "Effective Date"), by and between:

Johnson Electric (Guangdong) Co., Ltd., a corporation organized and existing under and by virtue of the laws of the People's Republic of China, with an address at Johnson Electric Plant, Xinsha Road, Shangliao Community, Shajing Street, Baoan District, 518125 Shenzhen, Guangdong, China ("Assignor"), and

Johnson Electric International AG, a corporation organized and existing under and by virtue of the laws of Switzerland, having an office at Freiburgstrasse 33, CH-3280 Murten, Switzerland ("Assignee");

Each hereinafter referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, in and to U.S. Patent Application No. 17/615,471 (the "Patent").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. ASSIGNMENT

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all of its rights, title and interest of every kind and character in and to:

- (a) the Patent to the full extent of its ownership or interest therein, including, without limitation, all domestic patent applications and registrations therefore in the United States of America (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, re-examinations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing, and all pending and abandoned patent applications to which the Patent claims priority);
- (b) all patents that are related to the Patent through terminal disclaimer;
- (c) all goodwill associated therewith;
- (d) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing and to retain any damages and profits due or accrued); and
- (e) any and all other rights and interests arising out of, or in connection with, or in relation to the Patent and upon Assignee's reasonable request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable

form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in, and to, the Patent.

2. PAYMENT

In consideration of the assignment of rights granted pursuant to Clause 1, Assignee will pay to Assignor ten (10) U.S. Dollar (USD \$10), the receipt and full satisfaction of which is hereby acknowledged by the Parties.

3. AUTHORITY

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with, or result in, a breach of any agreement to which such Party is a party or is otherwise bound.

4. TITLE

Assignor represents and warrants that Assignor is the lawful owner of all right, title and interest in and to the Patent, and has the unrestricted right to grant the rights granted under Clause 1 of this Agreement free and clear of any title defects, encumbrances, liens, security interests, mortgages, registrations, licenses, immunities or claims of any nature (including, without limitation, covenants not to sue, government grants, identifications to standard committees, or any other restriction on the rights relating to the Patent) whether threatened, pending or otherwise held or claimed by anyone.

5. VALIDITY & ENFORCEABILITY

Assignor represents and warrants to Assignee that, at the Effective Date of this Agreement, the Patent has not been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.

6. GENERAL

6.1 Governing Law: This Agreement shall be construed in accordance with, and governed by the laws of Switzerland, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of Switzerland to the rights and duties of the Parties.

6.2 No Waiver: No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6.3 Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

6.4 **Entire Agreement:** This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Johnson Electric (Guangdong) Co., Ltd.

(Signature)

Name: Yan Keung IP

Title: President

Date: 02-12-2021

Address: Xin Er Industrial Village, Shajing Town, Baoan, 518125 Shenzhen, China

Assignee:

Johnson Electric International AG

(Signature)

Name: Stefan Krebs

Title: Regional VP APG Europe

Date: 02-12-2021

Address: Freiburgstrasse 33, 3280, Murten, Switzerland

(Signature)

Name: Kevin Bisset

Title: Finance Director Europe

Date: 02-12-2021

Address: Freiburgstrasse 33, 3280, Murten, Switzerland