

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8079561

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COMPAGNIE GENERALE DES ETABLISSEMENTS MICHELIN	03/15/2023
RECEIVING PARTY DATA		
Name:	MAXION WHEELS HOLDING GMBH	
Street Address:	LADESTRASSE	
City:	KÖNIGSWINTER	
State/Country:	GERMANY	
Postal Code:	D-53639	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16973275
CORRESPONDENCE DATA		
Fax Number:	(419)255-9639	
<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:	4192555900	
Email:	mst@mstfirm.com	
Correspondent Name:	MACMILLAN, SOBANSKI & TODD, LLC	
Address Line 1:	720 WATER STREET	
Address Line 2:	ONE MARITIME PLAZA, FIFTH FLOOR	
Address Line 4:	TOLEDO, OHIO 43604	
ATTORNEY DOCKET NUMBER:	59816-US-PCT	
NAME OF SUBMITTER:	DOUGLAS V. PAVELKO	
SIGNATURE:	/Douglas V. Pavelko/	
DATE SIGNED:	07/25/2023	
Total Attachments: 4		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made by and between:

Compagnie Générale des Etablissements Michelin, *société en commandite par actions* duly organized and existing under the Laws of France, having its registered office located at 23 place des Carmes Déchaux, 63000 Clermont-Ferrand, France, registered with the Trade and Company Registry of Clermont-Ferrand under number 855 200 887 ("Assignor") on the one hand, duly represented by Sylvia Cohen, Head of Intellectual Property,

and

Maxion Wheels Holding GmbH, a company incorporated under the laws of Germany (registered with the local court of Siegburg under company number HRB 10379) with its registered office at Ladestrasse, 53639 Königswinter, duly represented by its proxy holders, Mr. Juan Lorenzo-Morcillo and Mr. Peter Stabel ("Assignee") on the other hand,

each being a "**Party**" and both collectively referred to herein as the "**Parties**".

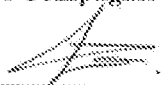
- WHEREAS, the Assignee (then still acting under the name of Maxion Wheels EAAP Holding GmbH – the name change being evidenced in section 18 of the company register excerpt dated 29 June 2020, attached hereto as Annex 1) and an Affiliate of the Assignor, namely the *Manufacture Française des Pneumatiques Michelin* entered into a Research and Development frame Agreement dated February 4, 2016 (the "Agreement") under which the Parties agreed to collaboration in the development, and supply of flexible wheels obtained therefrom; Each word starting with a capital letter shall have the same meaning as defined in the Agreement.
- WHEREAS, pursuant to the Agreement, Jointly Owned Intellectual Property Rights have been filed in co-ownership between the Parties;
- WHEREAS, the Assignor does not wish to pursue some of these Joint Owned Intellectual Property Rights as defined in Exhibit 1 hereof ("Neglected Patents"), and in accordance with the terms of the Agreement, has informed the Assignee about its intent,
- WHEREAS, the Assignee has informed the Assignor of its wish to pursue those Neglected Patents.
- WHEREAS in accordance with the Parties' intent as expressed in the Agreement, the Parties now desire that the Assignor assign, transfer, convey and deliver to Assignee, and that Assignee acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Neglected Patents, herein after referred to as Assigned Patents; and
- WHEREAS, this Assignment is effective as of the date of the signature of this Assignment by both Parties ("Effective Date").

IT IS HEREBY AGREED AS FOLLOWS:

1. **Conveyance.** Now, therefore, Assignor does hereby assign, transfer, convey and deliver to Assignee, its successors, legal representatives, agents and assigns, all of Assignor's right, title and interest in and to (i) the Assigned Patents in each and every country listed in Exhibit 1, (ii) any and all other rights, priorities and privileges provided under national law, international law, compact, treaty, protocol, convention and/or organization with respect to the Assigned Patents ("Related Rights"); (iii) any and all rights to sue at law or in equity for any infringement or other violation of the Assigned Patents and Related Rights occurring prior to the execution of this Assignment, including the right to receive all proceeds and damages therefrom; and (iv) any and all rights to obtain reissues, reexaminations, continuations, continuations-in-part, divisions and/or extensions pertaining to the Assigned Patents and Related Rights.
2. **Recordation.** The Assignor hereby requests the recordation of the Assignee as the owner of the Assigned Patents, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns and/or other legal representatives. The Assignor hereby covenants and agrees that it has the full right to convey the entire interest herein assigned, and that the Assignor will not enter into and will not execute any agreement in conflict herewith. The Assignee will be in charge of all recordation operations of this assignment and shall bear any associated costs.
3. **Further Assurances.** The Assignor shall execute and deliver such documents as are reasonably requested by the Assignee and are necessary to fulfill the intent of this Assignment. The Assignor shall remain responsible of all proceedings (official deadlines with patent offices, annual fees ..) related to the Assigned Patents until March 1st 2023.
4. **Counterparts; Effectiveness.** This Assignment may be executed in two or more consecutive counterparts, including any digital versions and/or other facsimile, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party.
5. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each Party.
7. **Headings.** The headings in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.
8. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of France.

IN WITNESS WHEREOF, this Assignment has been executed in duplicate as evidence by the signature below of their authorized representatives.

On behalf of **Compagnie Générale des Etablissements Michelin**


By: 

Name: Sylvia COHEN

Title: Head of Intellectual Property

Date: March 15, 2023

On behalf of **Maxion Wheels Holding GmbH**

By: 

Name: Mr. Juan Lorenzo-Morcillo

Title: PRESIDENT EMER

Date: APRIL 13, 2023

Name: Mr. Peter Stabel

Title: CFO

Date: APRIL 13, 2023

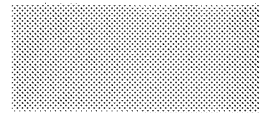


EXHIBIT 1 – Assigned Patents

Priority date	Title	IP Rights / Application number	IP Rights / Country	PCT Publication number
2016.07.08	FLEXIBLE HUB CAP FOR A FLEXIBLE WHEEL HAVING A FLOATING SEAT, AND WHEEL HAVING A FLOATING SEAT AND A FLEXIBLE HUB CAP	EP:17745828.8 PCT:PCT/FR2017/051816 CN:2017800419712 US:16/316,206	Europe, China, United States	WO2018/007750
2017.06.30	WHEEL RIM WITH A REDUCED HEIGHT RIM FLANGE	FR18/55036 EP18749849.8 PCT/FR2018/051613 CN2018800431530 US16/626,151 CA3.067.191	France, Europe, China, United States, Canada	WO2019/002794
2017.06.30	WHEEL RIM WITH OPTIMIZED SHAPE OF THE RIM FLANGE	FR18/55037EP18749848.0 PCT/FR2018/051612 CN2018800430241 US16/626,140 CA3.067.565	France, Europe, China, United States, Canada	WO2019/002793
2018.06.08	FLEXIBLE ADAPTER AND RIM ASSEMBLY FOR A ROLLING ASSEMBLY	FR:18/55038 EP:19742856.8 PCT/FR2019/051381 CN2019800379502 US16/973,275 CA3,101,578	France, Europe, China, United States, Canada	WO 2019/234370