

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8341953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VALEO, INC.	11/13/2013
VALEO ELECTRICAL SYSTEMS, INC.	11/13/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VALEO NORTH AMERICA, INC.
<b>Street Address:</b>	150 STEPHENSON HIGHWAY
<b>City:</b>	TROY
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48083
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7937798
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)413-2220
<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>	
<b>Phone:</b>	(703) 413-3000
<b>Email:</b>	corpassignments@oblon.com
<b>Correspondent Name:</b>	OBLON, ET AL.
<b>Address Line 1:</b>	1940 DUKE STREET
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	551197US-2
<b>NAME OF SUBMITTER:</b>	ELLEN MURABITO
<b>SIGNATURE:</b>	/ELLEN MURABITO/
<b>DATE SIGNED:</b>	12/20/2023
<b>Total Attachments: 9</b>	
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ASSIGNMENT

WHEREAS, VALEO NORTH AMERICA, Inc. (formerly known as Valeo Electrical Systems, Inc.), with a principal place of business at 150 Stephenson Highway, Troy, Michigan 48083, a Delaware corporation, is the owner, by assignment, of a partial interest in the following Letters Patent and application for letters patent of the United States of America:

LETTERS PATENT

<u>Patent Number</u>	<u>Issue Date</u>
7,891,044	February 22, 2011
7,937,798	May 10, 2011
8,220,106	July 17, 2012

APPLICATION

<u>Application Number</u>	<u>Filing Date</u>
13/531,788	June 25, 2012

WHEREAS, Valeo, Inc., with a principal place of business at 150 Stephenson Highway, Troy, Michigan 48083, a New York corporation, was merged into Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) effective December 31, 2013— as evidenced and memorialized in a document entitled Agreement and Plan of Merger (incorporated herein by reference)—and was the owner of an additional partial interest in the aforesaid Letters Patent and in the aforesaid application for letters patent; and

WHEREAS, the Agreement and Plan of Merger provided that “[a]t any time, or from time to time, after the Effective Date, the officers of [Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.)] may, in the name of [Valeo, Inc.] execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as [Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA,

Inc.)) may deem necessary or desirable in order to ... vest, perfect or confirm in [Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.)] title to and possession of all of [Valeo, Inc.'s] property, rights, privileges, powers, franchises, immunities and interests;" and

WHEREAS, the Agreement and Plan of Merger provided that "... on the Effective Date, all of the properties, rights, privileges, powers and franchises of [Valeo, Inc.] shall vest in" Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.); and

WHEREAS, therefore, all rights relating to the aforesaid Letters Patent and aforesaid application, including all claims for past and present damages, are believed to have already been transferred to Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) as of the effective date of the merger; and

WHEREAS, notwithstanding the foregoing belief, pursuant to the Agreement and Plan of Merger, Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) deems it desirable for its officer to execute the present assignment to confirm (and, to the extent necessary, vest and perfect) in Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) title to and possession of all of Valeo, Inc.'s property, rights, privileges, powers, franchises, immunities, and interests relating to the aforesaid Letters Patent and aforesaid application, including all claims for past and present damages;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, the below officer of Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.), in the name of Valeo, Inc., by these presents does quitclaim, sell, assign, and transfer unto Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) any right, title, and interest that Valeo, Inc. may have in and to the aforesaid Letters Patent and in and to the aforesaid application for letters patent and the

inventions described therein and in and to any and all Letters Patent which may be granted therefor and in and to any and all divisions, continuations, substitutions and renewals thereof, and in and to any and all reissues of said Letters Patent to the full end of the term for which said Letters Patent have been granted or may be granted the same to be held and enjoyed by VALEO NORTH AMERICA, Inc. for the use and behoof of VALEO NORTH AMERICA, Inc., and for the use and behoof of its successors, assigns, or other legal representatives to the full end of the term for which said Letters Patent have been or may be granted.

The below officer of Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.), in the name of Valeo, Inc., further does quitclaim, sell, assign, and transfer to Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) all claims for damage by reason of infringement past and present, as fully and entirely as the same would have been held by Valeo, Inc. had it never merged into Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.) and had this Assignment and sale not been made.

The below officer of Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.), in the name of Valeo, Inc., further authorizes and requests the Patent Office Officials in the United States and its territorial possessions to issue any and all Letters Patent resulting from the aforesaid application for letters patent or any divisions or continuations thereof, when granted, to VALEO NORTH AMERICA, Inc. (formerly known as Valeo Electrical Systems, Inc.) and Delmex de Juarez S. de R.L. de C.V., *a sociedad de responsabilidad limitada de capital variable* of Mexico, as the joint assignees of the entire right, title, and interest in and to the same.

IN TESTIMONY WHEREOF, the below officer of Valeo Electrical Systems, Inc. (now VALEO NORTH AMERICA, Inc.), in the name of Valeo, Inc., has signed these presents.

Date: July 22, 2014

By:   
Name: Thomas Miller  
Title: Corporate Secretary

An officer of Valeo Electrical Systems, Inc.  
(now VALEO NORTH AMERICA, Inc.)  
In the name of Valeo, Inc.

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") is made as of November 13, 2013 by and among VALEO, INC., a New York corporation, (the "Merging Company"), VALEO ELECTRICAL SYSTEMS, INC., a Delaware corporation (the "Surviving Company"), VALEO, BAYEN, S.A.S., a company organized under the laws of France ("Bayen") and VALEO INTERNATIONAL HOLDING, BV, a company organized under the laws of the Netherlands ("VHBV", and together with Bayen, the "Stockholders").

### RECITALS

WHEREAS, the Surviving Company is a Delaware corporation with a principal place of business at 150 Stephenson Highway, Troy, Michigan 48083;

WHEREAS, the Stockholders collectively hold all of the stock of the Merging Company;

WHEREAS, the Surviving Company and the Merging Company desire to merge into a single entity for business purposes; and

WHEREAS, the Surviving Company and the Merging Companies desire to effectuate a statutory merger, intended to qualify as a tax-free reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, by having the Merging Company merge with and into the Surviving Company, with the Surviving Company continuing its existence following such merger, subject to the terms and conditions set forth in this Agreement (the "Merger").

### PLAN

NOW, THEREFORE, the parties to this Plan, in consideration of the foregoing and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree as follows:

1. The Merger.

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Plan, and in accordance with the applicable provisions of the New York Business Corporation Law ("NYBCA") and the Delaware General Corporation Law ("DGCL"), as applicable, on the Effective Date (as defined below), the Merging Company shall be merged with and into Surviving Company, the separate existence of the Merging Company shall thereupon cease, and the Surviving Company shall continue as the surviving entity in the Merger.

1.2 Effective Date. The Merger shall become effective upon the date specified in the certificate of merger filed with the Delaware Secretary of State (the "Effective Date").

1.3 Effects of the Merger. From and after the Effective Date, the Merger shall have the effects set forth in the applicable provisions of the NYBCA and the DGCL. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date, all of the properties, rights, privileges, powers and franchises of the Merging Company shall vest in the Surviving Company, and all debts, liabilities and duties of the Merging Company shall become

the debts, liabilities and duties of Surviving Company. At any time, or from time to time, after the Effective Date, the officers of the Surviving Company may, in the name of the Merging Company execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to (a) vest, perfect or confirm in the Surviving Company title to and possession of all of the Merging Company's property, rights, privileges, powers, franchises, immunities and interests and (b) otherwise carry out the purposes of this Plan.

2. Outstanding Shares. The Merging Company has 5,709 shares of voting, common stock outstanding as of the Effective Date. The Surviving Company has 4,801 shares of voting, common stock outstanding as of the Effective Date. Upon the consummation of the Merger on the Effective Date, by virtue of the Merger and without any further action on the part of Surviving Company or the Merging Company or any of their officers, members, managers or directors, all issued and outstanding shares of the Merging Company shall be cancelled and the Stockholders shall receive the number of shares of common stock of the Surviving Company listed below:

<u>Stockholder:</u>	<u>Common:</u>
Bayen	4,709 shares
VHBV	1,000 shares

The issued and outstanding shares of the Surviving Company shall not be converted or exchanged in any manner, but each said share which is issued as of the Effective Date of the Merger shall continue to represent one issued share of the Surviving Company. The number of shares of common stock of the Surviving Company that the Stockholders receive in this Merger was determined with an estimated valuation of the Surviving Company ("Estimated Value") and is subject to adjustment following the Effective Date. If, following the Effective Date, the Surviving Company, in its sole discretion, chooses to obtain or perform another valuation and that valuation determines that the Estimated Value varies by at least ten percent (10%) from its valuation, then either (1) the Surviving Company will issue additional shares of common stock to the Stockholders in the case where the Estimated Value was less than the valuation or (2) each of the Stockholders agrees and acknowledges that it will take all actions necessary or refrain from taking any actions, as applicable, to allow the Surviving Company to cancel the appropriate number of shares issued to such Stockholder in the case where the Estimated Value was greater than the valuation.

3. Certificate of Incorporation. The Certificate of Incorporation of the Surviving Company will be amended in connection with the Merger to change the name of the Surviving Company to "Valeo North America, Inc." The Certificate of Incorporation of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the Surviving Company following the Merger subject to the following amendment to the Certificate of Incorporation:

"The name of the Corporation shall be Valeo North America, Inc."

4. Miscellaneous.

4.1. Benefit. This Plan shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.



4.2. Entire Agreement. This Plan contains the entire agreement between the parties hereto with respect to the Merger and supersedes all prior arrangements or understandings with respect thereto.

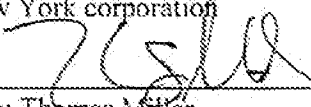
4.3. Amendment. This Plan may not be amended except by a writing signed by all parties hereto.

4.4. Counterpart. This Plan may be signed in counterpart and by facsimile signature or other form of electronic transmission, each of which shall constitute an original and all of which shall constitute one and the same instrument

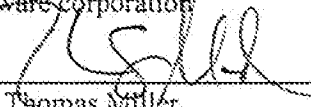
[signatures on following page]

The parties to this Plan, pursuant to the authority duly given by their respective shareholders and boards of directors, have caused this Plan to be executed by an authorized officer of each party hereto as of the date first above written.

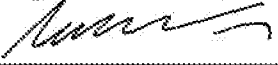
**VALEO, INC.**  
a New York corporation

By:   
Name: Thomas Miller  
Title: Secretary


**VALEO ELECTRICAL SYSTEMS, INC.**  
a Delaware corporation

By:   
Name: Thomas Miller  
Title: Secretary

**VALEO BAYEN, S.A.S.**  
a company organized under the laws of France


By:   
Name: Robert Charvier  
Title: President

**VALEO INTERNATIONAL HOLDING, BV**  
a company organized under the laws of the  
Netherlands

By:   
Name: Robert Charvier  
Title: President

The parties to this Plan, pursuant to the authority duly given by their respective shareholders and boards of directors, have caused this Plan to be executed by an authorized officer of each party hereto as of the date first above written.

**VALEO, INC.**  
a New York corporation

By:   
Name: Thomas Miller  
Title: Secretary

**VALEO ELECTRICAL SYSTEMS, INC.**  
a Delaware corporation

By:   
Name: Thomas Miller  
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**VALEO BAYEN, S.A.S.**  
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Name: Robert Charvier  
Title: President