508923471 12/16/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI697903

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
R.H. Sheppard Co., Inc.	12/13/2024

RECEIVING PARTY DATA

Company Name:	Bendix Commercial Vehicle Systems LLC
Street Address:	35500 Chester Road
City:	Avon
State/Country:	ОНЮ
Postal Code:	44011

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	11279394

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4403299665

Email: brian.kondas@bendix.com

Correspondent Name: Brian E. Kondas
Address Line 1: 35500 Chester Road
Address Line 4: Avon, OHIO 44011

ATTORNEY DOCKET NUMBER:	192798.192978-US
NAME OF SUBMITTER:	Carl Paoletta
SIGNATURE:	Carl Paoletta
DATE SIGNED:	12/16/2024

Total Attachments: 6

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> PATENT REEL: 069597 FRAME: 0807

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TRAILER STEER-BY-BRAKE INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Trailer Steer-by-Brake Intellectual Property Assignment Agreement (this "<u>Agreement</u>"), dated as of December 12, 2024 (the "<u>Effective Date</u>"), is entered into by and between R.H. Sheppard Co., Inc. having a place of business at 101 Philadelphia Street, Hanover, Pennsylvania 17331-0877 ("<u>Assignor</u>") and Bendix Commercial Vehicle Systems LLC having a place of business at 35500 Chester Road, Avon, Ohio 44011 ("<u>Assignee</u>") (each, a "<u>Party</u>" and, collectively, the "<u>Parties</u>").

WHEREAS, Assignor is the owner of the Technical Information and certain Intellectual Property, and Assignor agrees to transfer, convey and deliver to Assignee, and Assignee agrees to accept from Assignor, all of Assignor's right, title and interest in, to and under the Technical Information and such Intellectual Property set forth in Schedule A (the "Assigned Intellectual Property").

NOW, **THEREFORE**, for the consideration set forth herein and other good and valuable consideration paid to Assignor, the receipt and sufficiency of which are hereby acknowledged by this Agreement and in consideration of the covenants and conditions hereinafter contained, the Parties agree as follows:

SECTION 1. <u>Definition</u>. As used in this Agreement, the following terms shall have the following meanings:

- (a) "<u>Intellectual Property</u>" means all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, extensions and reexaminations thereto and including all foreign equivalents in any jurisdiction throughout the world, and all knowhow, unpatented inventions, trade secrets and technical data and other intellectual property relating to or necessary for the use of any of the foregoing, and all copies and tangible embodiments of any of the foregoing (in whatever form or medium).
- (b) "<u>Technical Information</u>" means unpublished research and development information, unpatented inventions, know-how, trade secrets and technical data in the possession of Assignor at the Effective Date of this Agreement and embodying U.S. Patent Appl. No. 16/612,156 or U.S. Patent No. 11,279,394, including the steering column design as displayed on Assignor's drawing number 9010140 (attached hereto in <u>Schedule B</u>).

SECTION 2. <u>Assignment</u>. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interests of every kind, nature and description in, to and under the Assigned Intellectual Property. The assignment of the rights, title and interests in Assigned Intellectual Property pursuant to this <u>Section 2</u> shall include (a) the assignment of all of such Assignor's rights, title and interests in the Assigned Intellectual Property, (b) the rights, as applicable, whether accruing before, on, or after the Effective Date: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution,

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misappropriation or other violation or conflict associated with such Assigned Intellectual Property, (ii) to collect past, present and future royalties, damages, proceeds and other payments under such Assigned Intellectual Property, (iii) to claim priority based on such Assigned Intellectual Property under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Assigned Intellectual Property before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Assigned Intellectual Property as if this Agreement had not been made, and (c) any and all rights corresponding to any of the foregoing throughout the world.

SECTION 3. Recordation. Assignor hereby authorizes Assignee to record this assignment with any relevant governmental authority so as to perfect its ownership of the Assigned Intellectual Property. Assignor hereby authorizes and requests the relevant officials and agencies in any applicable jurisdictions, and any other relevant authorities, to transfer all registrations and registration applications for the Assigned Intellectual Property to Assignee as assignee of all of Assignor's right, title and interest therein, thereto and thereunder, and to issue to Assignee all registrations which may issue with respect to any applications included in such Assigned Intellectual Property.

SECTION 4. <u>Purchase Price</u>. Assignee shall pay to Assignor one dollar (\$1.00) in consideration for the assignment of all of Assignor's right, title and interest in, to and under the Assigned Intellectual Property, the receipt and sufficiency of which are hereby acknowledged by this Agreement.

SECTION 5. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective affiliates, representatives, successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any person other than the Parties hereto and their respective affiliates, representatives, successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any terms hereof.

SECTION 6. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

SECTION 7. Governing Law, etc. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement, the relationship of the Parties and/or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the domestic laws of the State of Delaware (including in respect of the statute of limitations or other limitations period or procedural law applicable to any such claim, controversy or dispute), without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

SECTION 8. <u>Amendment, Waiver and Termination</u>. This Agreement constitutes the entire understanding among the Parties hereto with respect to the subject matter hereof and supersedes all other understandings and negotiations with respect thereto. This Agreement may

not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the Parties hereto.

SECTION 9. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts (including by digital or other electronic means), all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties. Any copy of this Agreement made by reliable means (*e.g.*, photocopy or facsimile) is considered an original.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trailer Steer-by-Brake Intellectual Property Assignment Agreement as of the Effective Date.

> Assignor R.H. Sheppard Co., Inc.

Brian E. Kondas By:

Title: Assistant General Counsel - IP
Date: Assistant & Londus 12/13/2024

Assignee

Bendix Commercial Vehicle Systems LLC

By: Anthony L. Ania

Title:

VP, General Counsel & Secretary
12/13/24

SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY

R.H. Sheppard Co., Inc.	03/22/2022	05/11/2018	11,279,394	16/612,156	US	Steering Column Assembly
ASSIGNEE (RECORDED)	DATE	DATE		COUNTRY APPLICATION NO. PATENT NO.	COUNTRY	TITLE
	CBANT	E Zo				

applications set forth above, as well as all inventions (whether patentable or unpatentable and whether or not reduced to practice), all its affiliates, and all copies and tangible embodiments of any of the foregoing (in whatever form or medium). technical data and other Intellectual Property relating to or necessary for the use of any of the foregoing owned by Assignor or any of including all foreign equivalents in any jurisdiction throughout the world, and all know-how, unpatented inventions, trade secrets and together with all reissuances, continuations, continuations-in-part, divisions, extensions and reexaminations with respect thereto and patents or patent applications (including, for the avoidance of doubt, any patents or patent applications claiming priority thereto), improvements thereto and all patents, patent applications and patent disclosures claimed by or otherwise relating to the foregoing The Assigned Intellectual Property includes Assignor's worldwide right, title and interest in, to and under the patents and patent

> PATENT REEL: 069597 FRAME: 0812

RECORDED: 12/16/2024

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SCHEDULE B