

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI112095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dura Operating, LLC		03/19/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	DUS OPERATING INC.		
Street Address:	1780 POND RUN		
City:	AUBURN HILLS		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72420438	EXCEL	
CORRESPONDENCE DATA			
Fax Number:	6172758374		
<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:	6177287100		
Email:	Shelley.Butz@Dechert.com,BOSPatents@Dechert.com		
Correspondent Name:	Spencer Joffrion		
Address Line 1:	One International Place, 40th Floor		
Address Line 2:	1095 Avenue of the Americas		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	207447		
NAME OF SUBMITTER:	Shelley Butz		
SIGNATURE:	Shelley Butz		
DATE SIGNED:	03/22/2024		
Total Attachments: 5			
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ACKNOWLEDGMENT OF PATENT AND TRADEMARK ASSIGNMENT

This ACKNOWLEDGMENT OF PATENT AND TRADEMARK ASSIGNMENT ("Assignment") is made and acknowledged as of March 19, 2024 by Jeffrey L. Burtch, solely in his capacity as Chapter 7 Trustee of Dura Operating LLC ("Trustee") and DUS Operating Inc. ("Assignee" and together with Trustee, the "Parties").

WHEREAS, on October 17, 2019 Dura Operating LLC ("Assignor") and a number of affiliates (together with Assignor, the "Debtors") filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code;

WHEREAS, on December 15, 2020 (the "Conversion Date"), the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") converted the Debtors' Chapter 11 cases to Chapter 7;

WHEREAS, on December 16, 2020, Trustee was appointed as trustee of the Debtors' Chapter 7 cases, and he continues to serve in that role;

WHEREAS, prior to the Conversion Date, Assignor, among others, entered into that certain Stock and Asset Purchase Agreement dated as of April 29, 2020 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign to Assignee at the Closing (as defined in the Purchase Agreement) all of Assignor's right, title, and interest in, to, and under certain intellectual property related to the Business (as defined in the Purchase Agreement);

WHEREAS, by order entered on May 15, 2020 and supplemented on June 9, 2020, the Bankruptcy Court approved the Purchase Agreement, and the parties to the Purchase Agreement closed on the transactions thereunder prior to the Conversion Date;

WHEREAS, Trustee is informed that Assignor and Assignee inadvertently failed to execute an assignment of the intellectual property set forth on Schedule A (the "Assigned IP") to Assignee; and

WHEREAS, Assignee wishes to memorialize the assignment of the Assigned IP to Assignee, and, subject to the terms hereof, Trustee has agreed to acknowledge such assignment.

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

1. Trustee, based on the record in Assignor's bankruptcy case and without representations or warranties of any kind, hereby acknowledges the Bankruptcy Court's prior approval of the transfer, assignment, conveyance, and delivery to Assignee, and its successors, assigns or other legal representatives, all right, title, and interest of Assignor and its bankruptcy estate in and to:

- a. the patent set forth on Schedule A, together with any and all rights in and to the inventions, discoveries, and improvements disclosed and claimed therein;
- b. the trademark set forth on Schedule A, including all statutory and common law rights, in the United States and throughout the world, whether now or hereafter existing, together with all goodwill associated therewith, and symbolized thereby;
- c. all applications, registrations, and issuances for the foregoing, and all extensions and renewals thereof;
- d. Assignor and its bankruptcy estate's rights of priority resulting from the foregoing and the right to prosecute, maintain and defend the foregoing before any public or private agency, office or registrar, including by filing extensions and all other applications relating to the foregoing;
- e. the right to sue and recover damages or other compensation for past, present or future infringement, claims of unfair competition, likelihood of confusion or dilution or any other claim or cause of action related to the foregoing, and the right to sue and obtain equitable relief, including injunctive relief, in respect of any such claim or cause of action; and
- f. all rights to collect royalties and other payments under or on account of any of the foregoing.

2. **Recordation.** Trustee hereby authorizes the Commissioner for Patents and Trademarks in the United States Patent and Trademark Office, other empowered officials of the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to (a) record Assignee as the assignee and owner of the entire interest in the Assigned IP; (b) deliver to Assignee, and to Assignee's attorneys, agents, successors, or assigns, all official documents and communications as may be warranted by this Assignment; and (c) issue any and all registrations, certificates, or other governmental grants or issuances that may be granted upon any of the Assigned IP or other rights identified in this Assignment in the name of Assignee, as the assignee to the entire interest therein. Assignee shall bear all of the costs and expenses related to such recordation.

3. **Counterparts.** This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement. Delivery of an executed counterpart of this Assignment by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Acknowledgment of Patent and Trademark Assignment to be executed by their duly authorized representatives.

**CHAPTER 7 TRUSTEE OF DURA
OPERATING LLC (ASSIGNOR)**

By: *Jeffrey L. Burtch*
Name: Jeffrey L. Burtch
Title: Chapter 7 Trustee of Dura Operating
LLC
Dated: March 19, 2024

DUS OPERATING INC. (ASSIGNEE)


Michael Denis Putz
By: _____
Name: Michael Denis Putz
Title: Chief Executive Officer
Dated: March 20, 2024

Schedule A

Assigned Patent


App. No.	Title	Patent No.	Application & Issue Date	Country	Status
15872172	Method for authorizing a driver to activate at least one system of a vehicle, based on a biometric authentication process	10246055	App:1/16/2018 Issued: 4/2/2019	USA	Issued

Assigned Trademark

Trademark	Serial Number	Status	Reg. Number	Reg. Date	Country
EXCEL 	72420438	Registered	0972219	11/06/1973	USA

Signature Certificate

Reference number: ZKJQA-AQDRV-TYN5V-K7J3S

Signer	Timestamp	Signature
Mike Putz Email: mike.putz@shiloh.com		
Sent:	20 Mar 2024 14:58:13 UTC	
Viewed:	20 Mar 2024 15:07:30 UTC	
Signed:	20 Mar 2024 15:08:21 UTC	
Recipient Verification: ✓ Email verified	20 Mar 2024 15:07:30 UTC	IP address: 73.144.145.221 Location: Royal Oak, United States

Document completed by all parties on:
20 Mar 2024 15:08:21 UTC

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