

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474594

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Autoliv ASP, Inc.		04/01/2018	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veoneer US, Inc.		
<b>Street Address:</b>	26545 American Drive		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48034		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87024100	SEARCH WITH STEALTH	
<b>Registration Number:</b>	4584444	NOPTIC	
<b>Registration Number:</b>	4584445	NOPTIC	
<b>Registration Number:</b>	5071625	ROADSCAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486410270		
<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>	2486411600		
<b>Email:</b>	jsachs@hdp.com		
<b>Correspondent Name:</b>	Jessica S. Sachs		
<b>Address Line 1:</b>	Harness, Dickey & Pierce, P.L.C.		
<b>Address Line 2:</b>	5445 Corporate Drive, Suite 200		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>ATTORNEY DOCKET NUMBER:</b>	8952V-500001		
<b>NAME OF SUBMITTER:</b>	Jessica S. Sachs		
<b>SIGNATURE:</b>	/jss/		
<b>DATE SIGNED:</b>	05/18/2018		
<b>Total Attachments: 6</b>			

CH \$115.00 87024100

source=Autoliv ASP\_ Inc. IP Assignment with Schedule 2 with Veoneer#page1.tif  
source=Autoliv ASP\_ Inc. IP Assignment with Schedule 2 with Veoneer#page2.tif  
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## INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This Intellectual Property Assignment and Transfer Agreement (“**IP Assignment**”), dated as of April 1, 2018 is made by Autoliv ASP, Inc., an Indiana corporation, located at 1320 Pacific Drive, Auburn Hills, Michigan 48326 (“**Autoliv ASP**”), in favor of Veoneer US, Inc. (“**Veoneer US**”), a Delaware corporation, located at 26545 American Drive, Southfield, Michigan 48034.

WHEREAS, Autoliv, Inc. and Veoneer, Inc. are parties to that certain Master Transfer Agreement, dated as of April 1, 2018 (the “**Master Transfer Agreement**”);

WHEREAS, pursuant to the Master Transfer Agreement, Autoliv Inc. has agreed to transfer, and Veoneer Inc. has agreed to acquire substantially all of the assets of the Veoneer Business (including, without limitation, Intellectual Property, Information, Technology, and Software included in the Veoneer Intellectual Property, in each case as defined in the Master Transfer Agreement) from the Autoliv Group (as defined in the Master Transfer Agreement), for the consideration and on the terms provided therein;

WHEREAS, to implement the Master Transfer Agreement, Autoliv ASP and Veoneer US are parties to that certain Asset Transfer Agreement, dated as of April 1, 2018, to govern the terms of the transfer of all assets of the Veoneer Business and certain liabilities from Autoliv ASP and Veoneer US (the “**US Asset Transfer Agreement**”);

WHEREAS, in connection with the transactions contemplated by the Master Transfer Agreement and the US Asset Transfer Agreement and in accordance with the terms of such agreements, Autoliv ASP desires to assign to Veoneer US, and Veoneer US desires to assume from Autoliv ASP, all of Autoliv ASP’s right, title and interest in and to the Assigned IP (as defined below), and to further assume all obligations of Autoliv ASP in connection with any and all existing license agreements under the Assigned IP; and

WHEREAS, under the terms of the Master Transfer Agreement, Autoliv ASP has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, the European Intellectual Property Office (the “**EU IPO**”), the World Intellectual Property Organization (the “**WIPO**”), and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. Autoliv ASP hereby irrevocably conveys, transfers, and assigns to Veoneer US, and Veoneer US hereby accepts, all of Autoliv ASP’s right, title, and interest in and to the following (the “**Assigned IP**”):
  - 1.1 the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof (the “**Patents**”);


- 1.2 the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Master Transfer Agreement, the transfer of Autoliv ASP’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;
- 1.3 the Internet domain names set forth on Schedule 3, including the current registrations thereof with the registrars set forth on Schedule 3 (the “**Domain Names**”), any other rights (including, but not limited to, trademark rights in any jurisdiction) Autoliv ASP may have in the Domain Names, including any goodwill associated therewith;
- 1.4 all (a) copyrights in the works of authorship included in the Veoneer Intellectual Property (as defined in the Master Transfer Agreement), whether registered or unregistered, arising under any applicable law of the United States or any other countries, territories, and jurisdictions in the world any jurisdiction throughout the world or any treaty or other international convention; (b) registrations and applications for registration of such copyrights (if any), including, without limitation, the registrations and applications for registrations set forth on Schedule 4; and (c) issuances, extensions, and renewals of such registrations and applications (collectively, the “**Copyrights**”);
- 1.5 all rights of any kind whatsoever of Autoliv ASP accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- 1.6 any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- 1.7 any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
- 1.8 the complete prosecution files, including original registration certificates, for all Copyrights, Patents, and Trademarks in such form and medium as reasonably requested by Veoneer US together with a list of local prosecution counsel contacts, and all such other documents, correspondence, and information as are reasonably requested by Veoneer US to register, own, or otherwise use the Assigned IP, including any maintenance or renewal fees due and deadlines for actions to be taken concerning prosecution and maintenance of all Copyrights, Patents, and Trademarks.

2. Recordation and Further Actions. Autoliv ASP hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, including, without limitation, the EUIPO and the WIPO, to record and register this IP Assignment upon request by Veoneer US. Following the date hereof, upon Veoneer US's reasonable request, and at Veoneer US's sole cost and expense, Autoliv ASP shall take such steps and actions, and provide such cooperation and assistance to Veoneer US and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Veoneer US, or any assignee or successor thereto.
3. Terms of the Master Transfer Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Master Transfer Agreement, to which reference is made for a further statement of the rights and obligations of Autoliv ASP and Veoneer US with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Master Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Master Transfer Agreement, the US Asset Transfer agreement, any other Ancillary Agreement (as defined in the Master Transfer Agreement), and the terms of this Software Assignment, the following order of precedence shall govern: (a) the US Asset Transfer agreement; (b) this Software Assignment; and (c) the Master Transfer Agreement.
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be executed by their duly authorized representatives.

**Autoliv ASP, Inc.**

By:   
Name: Christian Hanke  
Title: Authorized Representative

**Veoneer US, Inc.**

By:   
Name: Aaron Schaal  
Title: Authorized Representative

**SCHEDULE 2**

**ASSIGNED TRADEMARK  
REGISTRATIONS AND APPLICATIONS**

Internal File No.	Jurisdiction	Title	Classes	Application Date	Application No.	Reg. Date	Reg. No.	Status
T1518US-01	US	DriveSeries	9	08/05/2016	US87128710			Closed
T1516US-01	US	DriveStats	9	08/05/2016	US87128722			Closed
T1519EM-01	EM	DriveStats - Logo	9	02/01/2017	016306946	5/30/2017	169306946	Registered
T1519US-01	US	DriveStats - Logo	9	08/05/2016	US87128731			Closed
T1515US-01	US	DriveTracker	9	08/05/2016	US87128731			Closed
T1505AR-01	AR	NOPTIC	9	02/13/2014	AR3308938	04/01/2016	AR2715749	Registered
T1505BR-01	BR	NOPTIC	9	02/17/2014	BR840795211	11/01/2016	BR840795211	Registered
T1505CA-01	CA	NOPTIC	9	03/03/2014	CA1666194	04/29/2015	TMA902433	Registered
T1505CL-01	CL	NOPTIC	9	02/13/2014	CL1095194	06/30/2015	CL1170767	Registered
T1505CN-01	CN	NOPTIC	9	01/30/2014	1196369	01/28/2015	1196369	Registered
T1505CO-01	CO	NOPTIC	9	01/30/2014	1196369	01/30/2014	1196369	Registered
T1505EM-01	EM	NOPTIC	9	01/30/2014	1196369	01/29/2015	1196369	Registered
T1505IN-01	IN	NOPTIC	9	01/30/2014	1196369	01/30/2014	1196369	Registered
T1505JP-01	JP	NOPTIC	9	01/30/2014	1196369	09/25/2014	1196369	Registered
T1505KR-01	KR	NOPTIC	9	01/30/2014	1196369	04/30/2015	1196369	Registered
T1505MP-01	MP	NOPTIC	9	01/30/2014	1196369	01/30/2014	1196369	Registered
T1505MX-01	MX	NOPTIC	9	01/30/2014	1196369	11/24/2014	1495950	Registered
T1505PA-01	PA	NOPTIC	9	02/26/2014	PA22997301	09/16/2014	PA22997301	Registered
T1505US-01	US	NOPTIC	9	01/20/2014	US86169733	08/12/2014	US4584444	Registered
T1505VE-01	VE	NOPTIC	9	04/09/2014	VE904420-2014			Filed
T1507EM-01	EM	NOPTIC BLUE	9	09/03/2014	013224076	01/27/2015	013224076	Registered
T1506AR-01	AR	NOPTIC Figure - Black & White	9	02/13/2014	AR3308939	04/01/2016	AR 2715750	Registered
T1506BR-01	BR	NOPTIC Figure - Black & White	9	02/17/2014	BR840795220	11/01/2016	BR840795220	Registered
T1506CA-01	CA	NOPTIC Figure - Black & White	9	03/03/2014	CA1666195	04/29/2015	TMA902349	Registered
T1506CL-01	CL	NOPTIC Figure - Black & White	9	02/13/2014	CL1095195	06/30/2015	CL1170768	Registered
T1506CN-01	CN	NOPTIC Figure - Black & White	9	01/30/2014	1196668	01/30/2015	1196668	Registered
T1506CO-01	CO	NOPTIC Figure - Black & White	9	01/30/2014	1196668	01/30/2014	1196668	Registered
T1506EM-01	EM	NOPTIC Figure - Black & White	9	01/30/2014	1196668	01/30/2014	1196668	Registered
T1506IN-01	IN	NOPTIC Figure - Black & White	9	01/30/2014	1196668	01/30/2014	1196668	Registered
T1506JP-01	JP	NOPTIC Figure - Black & White	9	01/30/2014	1196668	09/25/2014	1196668	Registered
T1506KR-01	KR	NOPTIC Figure - Black & White	9	01/30/2014	1196668	01/19/2015	1196668	Registered
T1506MP-01	MP	NOPTIC Figure - Black & White	9	01/30/2014	1196668	01/30/2014	1196668	Registered
T1506MX-01	MX	NOPTIC Figure - Black & White	9	01/30/2014	1196668	11/24/2014	1495957	Registered
T1506PA-01	PA	NOPTIC Figure - Black & White	9	02/26/2014	PA229973-01	10/29/2014	PA229973-01	Registered

T1506US-01	US	NOPTIC Figure - Black & White	9	01/20/2014	US86/169735	08/12/2014	US1584445	Registered
T1506VE-01	VE	NOPTIC Figure - Black & White	9	04/21/2014	004891-2014			Filed
T1513AR-01	AR	RoadScape	9	06/15/2016	AR3-514-677	03/14/2017	2875968	Registered
T1513AU-01	AU	RoadScape	9	06/16/2016	MP 1307527			Closed
T1513BR-01	BR	RoadScape	9	06/14/2016	911180990			Filed
T1513CA-01	CA	RoadScape	9	06/15/2016	CA1787189			Filed
T1513CN-01	CN	RoadScape	9	06/16/2016	MP1307527	12/11/2017	1307527	Registered
T1513EM-01	EM	RoadScape	9	06/15/2016	1307527	02/03/2017	1307527	Registered
T1513JP-01	JP	RoadScape	9	06/16/2016	MP1307527			Closed
T1513KR-01	KR	RoadScape	9	06/16/2016	MP1307527	06/28/2017	1307527	Registered
T1513MP-01	MP	RoadScape	9	06/16/2016	MP 1307527	06/16/2016	MP 1307527	Registered
T1513MY-01	MY	RoadScape	9	06/14/2016	MY2016060819			Filed
T1513RU-01	RU	RoadScape	9	06/16/2016	MP1307527			Registered
T1513TH-01	TH	RoadScape	9	06/17/2016	TH1046714	05/22/2017	1307527	Filed
T1513TR-01	TR	RoadScape	9	06/16/2016	MP1307527			Filed
T1513TW-01	TW	RoadScape	9	06/15/2016	TW105034512	05/16/2017	01840318	Registered
T1513US-01	US	RoadScape	9	12/18/2015	US86/853485	11/01/2016	US5071625	Registered
T1513ZA-01	ZA	RoadScape	9	06/14/2016	ZA2016/16072			Filed
T1517AR-01	AR	Search With Stealth	9	10/21/2016	3553644			Filed
T1517AU-01	AU	Search With Stealth	9	10/19/2016	1817375	04/10/2017	1817375	Registered
T1517BR-01	BR	Search With Stealth	9	10/27/2016	911833510			Filed
T1517CA-01	CA	Search With Stealth	9	10/27/2016	1806727			Filed
T1517CL-01	CL	Search With Stealth	9	10/21/2016	1226902			Closed
T1517CN-01	CN	Search With Stealth	9	10/19/2016	1325014			Filed
T1517EM-01	EM	Search With Stealth	9	10/19/2016	1325014	05/24/2017	1325014	Registered
T1517GB-01	GB	Search With Stealth	9	10/19/2016	1325014	08/17/2017	1325014	Registered
T1517IN-01	IN	Search With Stealth	9	10/19/2016	1325014			Filed
T1517JP-01	JP	Search With Stealth	9	10/19/2016	2016363453	10/19/2016	1325014	Registered
T1517KR-01	KR	Search With Stealth	9	10/19/2016	1325014	1/3/2018	1325014	Registered
T1517MP-01	MP	Search With Stealth	9	10/19/2016	1325014	10/19/2016	1325014	Registered
T1517MX-01	MX	Search With Stealth	9	10/19/2016	1838147	2/1/2018	1841034	Registered
T1517PA-01	PA	Search With Stealth	9	10/28/2016	254073-01	9/25/2017	19599	Registered
T1517US-01	US	Search With Stealth	9	05/04/2016	87024100			Filed
T1517VE-01	VE	Search With Stealth	9	10/28/2016	2016-017360			Filed