

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempronics, Inc.		12/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LEAR CORPORATION		
Street Address:	21557 Telegraph Road		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48033		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85367015	TEMPRONICS	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	2489251921		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 W. Big Beaver Road, Suite 500		
Address Line 4:	Troy, MICHIGAN 48084		
NAME OF SUBMITTER:	Jennifer M. Hetu		
SIGNATURE:	/jmh/		
DATE SIGNED:	12/23/2021		
Total Attachments: 4			
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OP \$40.00 85367015

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), is dated and effective as of December 16, 2021 (the “Effective Date”), by and between Tempronics, Inc., a Delaware corporation (“Assignor”), and Lear Corporation, a Delaware corporation (“Assignee”).

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration identified more fully in the attached Schedule A (collectively, the “Assigned Trademarks”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, certain specified assets of Assignor, including the Assigned Trademarks. This Trademark Assignment is delivered by Assignor to Assignee pursuant to the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor wishes to assign the Assigned Trademarks to Assignee, and Assignee wishes to acquire the Assigned Trademarks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the Purchase Agreement:

Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee and its successors, assigns, and legal representatives, all of Assignor’s right, title and interest in and throughout the world in and to the Assigned Trademarks (including any common law rights that may exist and are associated therewith), and all goodwill associated therewith, free and clear of all Liens. Assignor further assigns to Assignee, relating to the Assigned Trademarks, its successors, assigns, and legal representatives, all of Assignor’s right, title and interest in and to all income, royalties, damages, proceeds, or payments, including without limitation, all claims, causes of action, and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from any of the foregoing, and all rights to pursue and collect damages, costs, attorney’s fees, injunctive relief and other remedies for past, present or future infringement, dilution, or other violation thereof, and all unregistered trademarks, together with all adaptations, derivations, and combinations thereof, and all goodwill of the business symbolized by the Assigned Trademarks associated therewith.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor agrees that upon request it will, at any time at Assignee's expense, execute and deliver all necessary documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made hereby.

All representations and warranties of Assignor in the Purchase Agreement are hereby incorporated into this Trademark Assignment.

This Trademark Assignment shall become effective as of 12:01 a.m. EST on the Effective Date.


This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Trademark Assignment, to the extent delivered by means of a facsimile machine or electronic mail or with an electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com, will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature page follows]

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed and delivered by the duly authorized officer of each of the undersigned parties as of the date first above written.

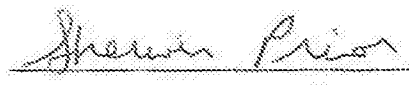
ASSIGNOR:

TEMPRONICS, INC.

By: 
Name: Donald A. Dutton
Title: CEO

ASSIGNEE:


LEAR CORPORATION

By: 
Name: Sherwin Prior
Title: Vice President

[Signature Page to the Trademark Assignment Agreement]

SCHEDULE A

Assigned Trademarks

<u>Mark</u>	<u>Country</u>	<u>Class - Goods</u>	<u>App./Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
	U.S.	Class 9: Semiconductor based, distributed thermoelectric panels and their controlling hardware and software for heating and cooling sold as parts of bedding and other consumer products; thermoelectric solid state chips	85367015	n/a	pending