

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM858153

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900810127

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aptiv Manufacturing Management Services S.à r.l.		10/06/2023	Société à responsabilité limitée: LUXEMBOURG

**RECEIVING PARTY DATA**

<b>Name:</b>	Aptiv Technologies AG
<b>Street Address:</b>	Pestalozzistrasse 2
<b>City:</b>	Schaffhausen
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	8200
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	97733233	HVDUTY
<b>Serial Number:</b>	97391856	HM-X

**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:** 2488131234  
**Email:** david.j.ford@aptiv.com  
**Correspondent Name:** David Ford  
**Address Line 1:** 5725 Innovation Drive  
**Address Line 4:** Troy, MICHIGAN 48098

<b>ATTORNEY DOCKET NUMBER:</b>	T10781
<b>NAME OF SUBMITTER:</b>	David Ford
<b>SIGNATURE:</b>	/david ford/
<b>DATE SIGNED:</b>	12/04/2023

**Total Attachments: 6**

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## **CONFIRMATORY ASSIGNMENT AGREEMENT**

This Confirmatory Assignment Agreement (this “**Confirmation**”), dated as of October 6, 2023 (the “**Execution Date**”) is executed by and between Aptiv Manufacturing Management Services S.à r.l. (“**AMMS**”), having an address of 12C, rue Guillaume J. Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and Aptiv Technologies AG (“**ATAG**”), having an address of Pestalozzistrasse 2, 8200 Schaffhausen, Switzerland.

**WHEREAS**, prior to the Execution Date AMMS has been the sole owner of the Aptiv Intellectual Property (as defined below);

**WHEREAS**, on the Execution Date, AMMS is contributing the Aptiv Intellectual Property to ATAG pursuant to the Contribution Agreement, dated as of October 6, 2023, by and between AMMS and ATAG (the “**Contribution**”); and

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

### **I. DEFINITIONS**

- a. “**Intellectual Property Rights**” means all registered and unregistered rights in concepts, discoveries, developments, designs, technologies, methods, products or inventions, databases and other data-based resources, works of authorship, symbols, names and images, including but not limited to: (i) all patents (including but not limited to utility models, industrial design registrations) and patent applications, together with all continuations, continuations-in-part, extensions, counterparts (whether foreign or domestic), divisions, revisions, reissues, and reexaminations thereof and all inventions and improvements claimed or described in any of the foregoing, including without limitation the right to file and claim priority from patent applications and be granted patents in respect of the same in any country or jurisdiction and all rights of priority under international conventions, treaties, or agreements; (ii) all copyrights (including but not limited to semiconductor chip mask work rights) and all applications, registrations and renewals therefor; (iii) all trade secrets and confidential business information (including but not limited to know-how, specifications, schematics, designs, drawings, flowcharts, block diagrams, technical data, and production processes and techniques); (iv) all computer software (including but not limited to related documentation); (v) trademarks (including but not limited to service marks, and other designations of source or origin) together with all goodwill associated therewith (“**Trademarks**”); (vi) internet domain names; (vii) all other proprietary rights, including but not limited to all rights of privacy and publicity; in each case to the extent that the existence of the foregoing is established by the applicable law and, where applicable, including but not limited to the right to claim priority under intellectual property conventions and laws; and (viii) all rights to exclude third

parties from practicing and using; to assert claims for past, present and future infringement, misappropriation or other violation; and to recover damages (including, without limitation, attorney's fees and expenses) and lost profits and to seek equitable relief.

- b. "**Aptiv Intellectual Property**" means all Intellectual Property Rights owned by or required to be assigned to AMMS as of the Execution Date, including but not limited to the Trademarks listed in **Exhibit A** hereto.

## **II. ASSIGNMENT**

As of the Execution Date, the parties hereby agree that the Aptiv Intellectual Property has been and is hereby irrevocably assigned pursuant to the Contribution, from AMMS to ATAG and that ATAG is the sole owner of all right, title, and interest in and to the Aptiv Intellectual Property.

For the avoidance of doubt, as of the Execution Date, AMMS hereby confirms that ATAG owns (and is able to exercise without condition, limitation, or restriction) all worldwide rights of any kind in the Aptiv Intellectual Property held by AMMS prior to the Execution Date, including the right to use, sell, license, enforce, exclude, pledge, or otherwise convey or commit in whole or part any interest in the Aptiv Intellectual Property; the right to assert claims, recover damages and lost profits, and seek equitable relief for past, present and future infringement, misappropriation or other violation of the Aptiv Intellectual Property; and any and all other rights an owner of the Aptiv Intellectual Property would be able to exercise in any jurisdiction worldwide.

## **III. COUNTERPARTS**

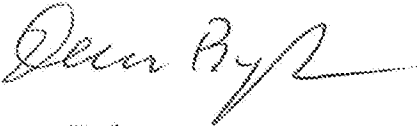
This Confirmation may be executed in any number of counterparts and thus have the same effect as if the signatures on the counterparts were on a single copy of this Confirmation.

## **IV. GOVERNING LAW; JURISDICTION**

This Confirmation and any dispute or claim arising out of or in connection with this Confirmation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America. The legal relationship created by and any dispute or claim arising out of or in connection with this Confirmation (including non-contractual disputes or claims) shall be subject to the nonexclusive jurisdiction of the courts of the State of Delaware, United States of America and the federal courts sitting within the State of Delaware, United States of America.

IN WITNESS WHEREOF, the parties have duly executed this Confirmation as of the Execution Date:


**Aptiv Manufacturing Management Services S.à r.l.**

By: 

Name: Darren Byrka

Title: Director

**Aptiv Technologies AG**

By: 

Name: Ryan Houde

Title: Director

**EXHIBIT A**  
**TRADEMARKS**

Jurisdiction	Trademark	Application #	Filing Date	Registration #	Registration Date	Internal Status	International Class(es)
United States of America	PACKARD	73559076	9/19/1985	1394657	5/27/1986	Registered	007
	SHIELD PACK	85192146	12/7/2010	4088935	1/17/2012	Registered	009
	APEX	78856807	4/7/2006	3183910	12/12/2006	Registered	009
	APEX 150	77009235	9/28/2006	3221213	3/27/2007	Registered	009
	DUO TWIN	76145692	10/12/2000	2600423	7/30/2002	Registered	009
	ANTAYA TECHNOLOGIES	77916482	1/21/2010	3906625	1/18/2011	Registered	006; 009
	WHITE FIRE	76976572	12/21/2001	2854838	6/15/2004	Registered	009
	WHITEFIRE & DESIGN	78975794	10/23/2002	2953750	5/17/2005	Registered	009
	VZE	86867172	1/6/2016	5514175	7/10/2018	Registered	009; 038
	DATALAB	85710920	8/23/2012	4712850	3/31/2015	Registered	009
	CT-600	86045123	8/22/2013	4638189	11/11/2014	Registered	009
	CT-1000	85342218	6/9/2011	4133155	4/24/2012	Registered	009
	CONTROLTEC	85342282	6/9/2011	4133156	4/24/2012	Registered	009; 042
	CT	85342265	6/9/2011	4505702	4/1/2014	Registered	009
	QUALIFIER	86048300	8/26/2013	4521225	4/29/2014	Registered	042
	CT-2534	85342192	6/9/2011	4522322	4/29/2014	Registered	009
	PUREDEPTH	78532876	12/15/2004	3524199	10/28/2008	Registered	009; 028
	MILD	76424565	6/26/2002	3133396	8/22/2006	Registered	009
	OTTOMATIKA	86687838	7/9/2015	4898544	2/9/2016	Registered	009; 042
	PUMA	85770066	11/2/2012	4360916	7/2/2013	Registered	009; 042
MOVIMENTO	85770090	11/2/2012	4383046	8/13/2013	Registered	009; 042	
NUVOLO	86589729	4/7/2015	4851162	11/10/2015	Registered	009; 042	
APTIV	88140599	10/2/2018	6907313	11/22/2022	Registered	009	
APTIV	88140610	10/3/2018	6880254	10/18/2022	Registered	012	
APTIV	88140639	10/3/2018	6456129	8/17/2021	Registered	040	
APTIV	88140642	10/3/2018	6228573	12/22/2020	Registered	042	
APTIV	88378643	4/9/2019	6996922	3/7/2023	Registered	009; 012; 035; 040; 042	

Jurisdiction	Trademark	Application #	Filing Date	Registration #	Registration Date	Internal Status	International Class(es)
	SVA	88437676	5/20/2019	6834293	8/30/2022	Registered	042
	ERGOMATE	88477154	6/17/2019	6639681	2/8/2022	Registered	009
	APEX ERGOMATE	88477148	6/17/2019	6639680	2/8/2022	Registered	009
	APEX SENSOMATE	88477412	6/18/2019	6646849	2/15/2022	Registered	009
	METRI-PACK	88477554	6/18/2019	6639682	2/8/2022	Registered	009
	NANOPACK	88477584	6/18/2019	6859843	9/27/2022	Registered	009
	SENSOMATE	88477600	6/18/2019	6646850	2/15/2022	Registered	009
	SMART VEHICLE						
	ARCHITECTURE	88975455	8/2/2018	5847455	8/27/2019	Registered	042
	APTIV Logo	88635830	9/30/2019			Pending	007
	APTIV Logo	88635911	9/30/2019			Pending	009
	APTIV Logo	88635928	9/30/2019			Pending	012
	APTIV Logo	88635981	9/30/2019			Pending	035
	APTIV Logo	88635996	9/30/2019			Pending	038
	APTIV Logo	88636009	9/30/2019			Pending	040
	APTIV Logo	88636017	9/30/2019			Pending	042
	APTIV	88717189	12/5/2019			Pending	039
	DOCK & LOCK	88747183	1/5/2020			Published	009
	APCS	90528859	2/15/2021	6791021	7/12/2022	Registered	009
	DuoTwin	90528939	2/15/2021	6695678	4/5/2022	Registered	009
	AT logo	90692125	5/5/2021	7127899	8/1/2023	Registered	007, 009
	HM-X	97391856	5/2/2022			Published	009
	HVDuty	97733233	12/27/2022			Published	009
	APTIV	97352715	4/7/2022	7111006	7/18/2023	Registered	009, 017
	SVA	98044660	6/15/2023			Pending	009

TRADEMARK

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RECORDED: 10/29/2023