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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM512631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Honda Patents & Technologies North America, LLC		04/01/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	American Honda Motor Co., Inc.
Street Address:	1919 Torrance Boulevard
City:	Torrance
State/Country:	CALIFORNIA
Postal Code:	90501
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3438384	HJ HONDAJET
Registration Number:	5209599	P2
Registration Number:	5110049	FLIGHT READY
Registration Number:	5209598	P3
Registration Number:	5596232	HONDAJET
Registration Number:	5468967	HONDAJET
Registration Number:	5157885	HJ HONDAJET
Registration Number:	5157884	HJ
Registration Number:	5157886	HONDAJET

CORRESPONDENCE DATA

Fax Number: 6178327000

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: 617-832-1000

Email: ustrademark@foleyhoag.com

Correspondent Name: Joshua Jarvis, Esq., Foley Hoag LLP

Address Line 1: 155 Seaport Boulevard

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:	Joshua Jarvis, Esq.
SIGNATURE:	/Joshua Jarvis/
DATE SIGNED:	03/04/2019

Total Attachments: 9

source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page1.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page2.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page3.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page4.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page5.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page6.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page7.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page8.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page8.tif source=HPT-AHM IP Assignment Agreement (Patents and Copyrights Redacted)#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement"), made and entered into effective as of the April 1, 2018 (the "Effective Date"), is by and between Honda Patents & Technologies North America, LLC, a limited liability company organized and existing under the laws of California and having a place of business at 700 Van Ness Avenue, Torrance, California 90501, United States (hereinafter "Assignor") and American Honda Motor Co., Inc., a California corporation with its principal place of business currently at 1919 Torrance Boulevard, Torrance, California 90501 (hereinafter "Assignee").

RECITALS

- A. Assignor desires to sell, assign and transfer to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Assigned Intellectual Property Rights owned by or for the benefit of Assignor (as that term is defined below in this Agreement); and
- B. Assignor hereby agrees to sell, assign and transfer to Assignee, and Assignee hereby agrees to acquire from Assignor, all right, title and interest in and to the Assigned Intellectual Property Rights owned by or for the benefit of Assignor.
- NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:
- Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest owned by or for the benefit of Assignor (but only to the extent such right, title and interest is assignable and transferrable by Assignor) in and to any and all of the following set forth in Paragraphs 1(a), (b), (c), (d), (e), and (f) below, free and clear of all security interests, liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to or for the benefit of Assignor by law, treaty or other international convention, all income, royalties and payments due or payable with respect to all of the following set forth in Paragraphs 1(a), (b), (c), (d), (e), and (f) below as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the following set forth in Paragraphs 1(a), (b), (c), (d), (e), and (f) below and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made:
- (a) to the extent assignable and transferrable by Assignor, (i) all inventions, whether or not patentable, and all domestic and foreign patents (including certificates of invention and other patent equivalents, including utility models and industrial design rights), patent applications and patents issuing therefrom owned by or for the benefit of Assignor, including, but not limited to, all domestic and foreign patents (including certificates of invention and other patent equivalents, including utility models and industrial design rights), patent applications and patents issuing therefrom identified in Schedule A attached hereto as well as all divisionals, continuations, continuations-in-part, reissues, re-examinations, extensions, and renewals of any patent or patent application relating to any of the foregoing, as well as all patent applications and patents claiming priority to any of the foregoing, as well as expired patents and abandoned patent applications relating to any of the foregoing, free and clear of any and all debts, liens, claims by or obligations to any person or entity (collectively, the "Patent Rights"); (ii) the inventions claimed by or on behalf of Assignor or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications), to the extent owned by or for the benefit of Assignor (all of the foregoing collectively the "Assigned Patent Rights");
- (b) to the extent assignable and transferrable by Assignor, all trademarks, service marks, trade dress, trade names, corporate names and Internet domain names and other electronic

identifiers, and all registrations and applications to register any of the foregoing and all common-law rights relating to any of the foregoing owned by or for the benefit of Assignor, including, but not limited to, all trademarks, service marks, trade names, corporate names and Internet domain names identified in Schedule B attached hereto and all registrations and applications identified in Schedule B attached hereto, as well as all renewals and extensions relating to any of the foregoing, all of the foregoing free and clear of any and all debts, liens, claims by or other obligations to any person or entity, and all goodwill associated with any of the foregoing, and the right to obtain trademark and service mark registrations in the United States of America or foreign countries relating to any of the foregoing to the extent owned by or for Assignor (all of the foregoing collectively the "Assigned Trademark Rights");

- (c) to the extent assignable and transferrable by Assignor, all works of authorship in all media now known or later developed, created, designed and/or developed by or on behalf of Assignor and all copyright rights therein, and all registrations and applications for registration therefore, owned by or for the benefit of Assignor, including, but not limited to, all works of authorship in all media now know or later developed, created or designed, and all registrations and applications for registration therefore, identified in Schedule C attached hereto, as well as all renewals, reissues and extensions relating to any of the foregoing, all of the foregoing free and clear of any and all debts, liens, claims by or other obligations to any person or entity (all of the foregoing collectively the "Copyright Works"), and the right to secure statutory copyrights and renewals, reissues and extensions of such Copyright Works; to prepare derivative works or adaptations therefrom; to reproduce the Copyright Works; to distribute copies of the Copyright Works; to perform the Copyright Works, including, without limitation, digital transmissions of the Copyright Works; and to display the Copyright Works (all of the foregoing collectively the "Assigned Copyright Works");
- (d) to the extent assignable and transferrable by Assignor, all other intellectual property rights and proprietary rights owned by or for Assignor not set forth in Paragraph 1(a), 1(b) or 1(c) above, including, but not limited to, all know-how, trade secrets, confidential information, and technical information (all of the foregoing collectively the "Assigned Other Intellectual Property Rights"); and
- (e) to the extent assignable and transferrable by Assignor, all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has or may have for past, present and future infringements of the Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, and/or Assigned Other Intellectual Property Rights including, without limitation, the right to compromise, sue for and collect such profits and damages (all of the foregoing individually and/or collectively the "Assigned Intellectual Property Enforcement Rights"); and
- (f) to the extent assignable and transferrable by Assignor without the consent of the applicable other contracting party, all rights, obligations, and interests in any agreements involving the licensing of patent, trademark, copyright, or other intellectual property rights having (i) Assignor as a licensor and a third party as a licensee, or (ii) a third party as a licensor and Assignor as a licensee, but (iii) excluding any agreements which Assignor has assigned or transferred, or is obligated to assign or transfer, by way of an agreement separate and apart from this Agreement (all of the foregoing collectively "Assigned Licensing Rights").

All Assigned Patent Rights, Assigned Trademark Rights, Assigned Copyright Works, Assigned Other Intellectual Property Rights, Assigned Intellectual Property Enforcement Rights, and Assigned Licensing Rights are hereinafter individually and/or collectively the "Assigned Intellectual Property Rights".

2. Assignor hereby acknowledges and agrees that Assignee, as owner of the Assigned Intellectual Property Rights, may use the Assigned Intellectual Property Rights for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

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- 3. Assignor hereby represents and warrants that: (a) it owns all right, title and interest in and to the Assigned Intellectual Property Rights, free of all liens, security interests and other encumbrances; (b) that it has valid corporate authority to enter into this Agreement and to grant and transfer the rights granted and transferred to Assignee pursuant to this Agreement; (c) there are no prior agreements of any nature affecting Assignor's right and abilities to grant and transfer the rights pursuant to this Agreement; and (d) that it has not made and will not make commitments to others inconsistent with the rights granted and transferred to Assignee pursuant to this Agreement.
- 4. Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Assigned Intellectual Property Rights.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the United States, with respect to patent, trademark and copyright issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to affix their respective signatures unto two originals of this instrument effective the day and year first above written.

ASSIGNOR

HONDA PATENTS & TECHNOLOGES NORTH AMERICA, LLC

By: Name: Yuichiro Kawamura
Title: Senior Vice President

ASSIGNEE

AMERICAN HONDA MOTOR CO., INC.

By: Name: Mike Ryan
Title: Vice President

[Signature Page for Intellectual Property Assignment Agreement]

Doc #13505374v1

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Trademark Registrations and Applications

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