

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Noma Company	02/16/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Electrical Components Canada, Inc.
<b>Street Address:</b>	91 Lincoln Street
<b>City:</b>	Tillsonburg, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N4G 2P9
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6472637
Patent Number:	6444952
Patent Number:	5649511
Patent Number:	5553578
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)984-8901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	415-984-8900
<b>Email:</b>	markmiller@omm.com
<b>Correspondent Name:</b>	Mark E. Miller
<b>Address Line 1:</b>	275 Battery Street
<b>Address Line 2:</b>	26th Floor
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111
<b>ATTORNEY DOCKET NUMBER:</b>	240793-001
<b>NAME OF SUBMITTER:</b>	Mark E. Miller

**CH \$160.00 6472637**

**Total Attachments: 8**

source=Exhibit C#page1.tif

source=Exhibit C#page2.tif

source=Exhibit C#page3.tif

source=Exhibit C#page4.tif

source=Exhibit C#page5.tif

source=Exhibit C#page6.tif

source=Exhibit C#page7.tif

source=Exhibit C#page8.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is entered into by and between Electrical Components Canada, Inc., an Ontario corporation ("EC Canada"), Noma O.P., Inc., a Delaware corporation ("Noma O.P." and together with EC Canada, "Assignees"), Noma Holding, Inc., a Delaware limited liability company ("Seller"), Noma Corporation, a Delaware corporation ("Noma Corp"), Noma Technologies Limited Partnership, a Massachusetts limited partnership ("Noma Technologies"), Noma Delaware Inc., a Delaware corporation ("Noma Delaware"), and Noma Company, a Novia Scotia company ("Noma Company" and together with Seller, Noma Corp, Noma Technologies and Noma Delaware, the "Assignors").

### BACKGROUND

A. Electrical Components International, Inc., a Delaware corporation and affiliate of EC Canada ("ECI"), Seller, and GenTek Inc., a Delaware corporation, have entered into that certain Asset Purchase Agreement dated as of December 22, 2006 (the "Asset Purchase Agreement"). Capitalized terms that are used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Seller shall and shall cause the Retained Subsidiaries to sell, convey, assign, transfer and deliver to Assignees, and Assignees shall purchase, acquire and accept from Seller and the Retained Subsidiaries all of Seller's and the Retained Subsidiaries' right, title and interest in and to the Business Intellectual Property, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Assets. Assignors hereby transfer, convey, assign and deliver to Assignees, their successors and assigns, all of Assignors' right, title and interest in, to and under the Business Intellectual Property. Concurrently with the execution of this Assignment, the applicable Assignor agrees to execute assignments substantially in the form of Exhibit A ("Assignment of Trademarks"), Exhibit B ("Assignment of Trademarks") and Exhibit C ("Patent Assignment"). At any time and from time to time after the date hereof, at Assignees' reasonable request and without further consideration therefor, Assignors shall execute, acknowledge and deliver to Assignees such other deeds, endorsements, Consents, instruments of conveyance and such other documents and instruments and take such other actions in order to more effectively consummate the purchase, sale, conveyance, assignment, transfer and delivery to Assignees of the Business Intellectual Property, to vest in Assignees good right, title and interest in, to and under such Business Intellectual Property and to enable Assignees to protect, maintain, exercise and enjoy all rights and benefits of appurtenant thereto, including, without limitation, to register any previously unregistered transfers of the Business Intellectual Property to the Assignors. Without limiting the foregoing, Assignors hereby agree that in the event that any of the Business Intellectual Property transferred under the Asset Purchase Agreement is not listed on one of the Schedules to the Exhibits hereto, the applicable

Assignor will execute a replacement Exhibit having a Schedule listing such Business Intellectual Property, as Assignees may reasonably request from time to time.

2. Miscellaneous Provisions.

(a) Conflict with the Agreement. Assignees and Assignors hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Asset Purchase Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall prevail, govern and control in all respects without limitation.

(b) Amendment and Modification. This Assignment may not be amended, except by an instrument in writing signed on behalf of Assignees and Assignors.

(c) Descriptive Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment.

(d) Governing Law. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

(e) Severability. Any term or provision of this Assignment which is held by a court of competent jurisdiction or other authority to be void, invalid or unenforceable shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and shall not render void, invalid or unenforceable the remaining terms and provisions of this Assignment or affect the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(f) Mutual Drafting. The parties hereto have been represented by counsel who have carefully negotiated the provisions hereof. As a consequence, the parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Assignment and therefore waive their effects. The provisions of this Assignment shall be interpreted in a reasonable manner to effect the intent of the parties.

(g) Counterparts; Facsimile Signature. This Assignment may be executed in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the parties and delivered to the other parties, it being understood that the parties need not sign the same counterpart. Any party may execute this Assignment by facsimile signature, and the other parties will be entitled to rely on such facsimile signature as conclusive evidence that this Assignment has been duly executed by such party.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of this \_\_\_ day of February, 2007.

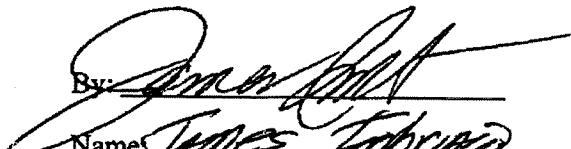
Electrical Components Canada, Inc.:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Noma O.P., Inc.:

By:  \_\_\_\_\_

Name: James Tabernio

Title: Secretary

Noma Corporation:

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

Noma Delaware Inc.:

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

Noma Technologies Limited Partnership:

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

Noma Company:

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

Noma Holding Inc.:

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary

PATENT

REEL: 019140 FRAME: 0923

**Exhibit C**  
**Patent Assignment**

WHEREAS, Noma Company, a Nova Scotia company, (hereinafter "Assignor"), is the sole owner of the entire right, title and interest in and to the patents listed in Schedule A hereto (the "Patents");

WHEREAS, Electrical Components Canada, Inc., an Ontario corporation (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in, to, and under said Patents.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successor and assigns, Assignor's entire right, title and interest in and to the Patents and the underlying inventions, including without limitation the right to maintain and prosecute the Patents and the right of priority to file and prosecute corresponding applications in any and all countries, the rights to any divisions, continuations, continuations-in-part, reissues, reexaminations, re-registrations, renewals and extensions with respect thereto, and any and all right of Assignor to sue for and recover damages for any past, present or future infringement thereof; the Patents to be held solely by Assignee, its successors or assigns.

The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Patents assigned, whether in connection with any registration of such title or otherwise in any jurisdiction worldwide.

In the event that Assignee is unable for any reason to secure Assignor's signature to any document that it is entitled to hereunder, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be signed by its duly authorized officer this 16 day of February, 2007.

ASSIGNOR: NOMA COMPANY

By: James Imbricco  
Name: James Imbricco

Title: Secretary

STATE OF Washington, DC )

) SS

COUNTY OF \_\_\_\_\_ )

On this 16<sup>th</sup> day of February, 2007, before me appeared James Imbricco, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf and on behalf of the identified corporation with authority to do so.

Geneva D. Dixon Notary Public

Geneva D. Dixon  
Notary Public, District of Columbia  
My Commission Expires 6-14-2009

My Commission Expires: 6-14-2009

ASSIGNEE: ELECTRICAL COMPONENTS CANADA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PATENT

REEL: 019140 FRAME: 0925



IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be signed by its duly authorized officer this \_\_\_\_ day of February, 2007.

ASSIGNOR: NOMA COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf and on behalf of the identified corporation with authority to do so.

Notary Public

My Commission Expires:

ASSIGNEE: ELECTRICAL COMPONENTS CANADA, INC.

By: 

Name: David Webster

Title: President

**SCHEDULE A**

The patents, as set forth below:

<b>Country</b>	<b>Patent or Serial Number</b>	<b>Issued or Filed Date</b>	<b>Title</b>
United States	6,472,637	10/29/2002	Core Plug Block Heater and Method
United States	6,444,952	9/3/2002	Engine Block Heater With Retaining Member
United States	5,649,511	7/22/1997	Closure Plugs
United States	5,553,578	9/10/1996	Washerless Block Heater
Canada	S/N 2,347,612	5/16/2001	Engine Block Heater with Retaining Member
Canada	S/N 2,347,605	5/16/2001	Core Plug Block Heater and Method