

RECORDATION FORM COVER SHEET
PATENTS ONLY

8836.2

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Donaldson Company, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/03/2008

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Aircel LLC

Internal Address: _____

Street Address: P.O. Box 470146

7255 East 46th

City: Tulsa

State: OK

Country: _____ Zip: 74145-0146

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,691,428

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Chad M. Hinrichs, Gable Gotwals

Internal Address: _____

Street Address: 100 West 5th Street, 10th Floor

City: Tulsa

State: OK Zip: 74103

Phone Number: (918) 595-4963

Fax Number: (918) 595-4990

Email Address: iplaw@gablelaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 501971

Authorized User Name Gable Gotwals

9. Signature:

Chad M. Hinrichs
Signature

11-7-8
Date

Chad M. Hinrichs
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501971 6691428

ASSIGNMENT OF PATENT

WHEREAS, Donaldson Company, Inc., a Delaware corporation (the "Assignor") is the owner of the patents and/or patent applications listed in the attached Schedule 1 ("the Properties");

WHEREAS, Aircel LLC, a Delaware limited liability company (the "Assignee"), is desirous of obtaining a full and entire right, title and interest in and to the the Properties;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor sells, assigns, transfers, conveys and sets over unto said Assignee, its assigns and successors in interest, its entire right, title and interest in and to the Properties, together with the inventions and improvements described in said Properties, for the sole use of the Assignee its assigns and successors in interest, to the full end of the term for which such patents are granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made. Assignor authorizes and requests that any and all patents on the aforesaid Properties be issued to Assignee.

1. Said Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include without limitation prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee (a) to perfect in it the right, title and interest herein conveyed, (b) for complying with any duty of disclosure, (c) for prosecuting any patents or applications included in the Properties, (d) for filing and prosecuting any reissue or re-examination applications, (e) for interference or other priority proceedings, or (f) for any legal or administrative proceedings involving said Properties, including without limitation infringement proceedings and other court actions.

2. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

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DONALDSON COMPANY, INC.

(Assignor)

By: *Charles J. McMurray*

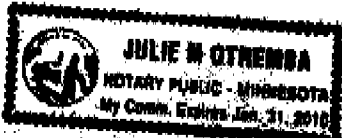
Name: CHARLES J. MCMURRAY

Title: SENIOR VICE PRESIDENT

STATE OF Minnesota)
COUNTY OF Scott) ss.

On this 31 day of October, 2008, before me personally appeared Charles McMurray, known to me to be the Senior Vice President of the Assignor described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of the Assignor therein named, and acknowledged to me that such entity executed the same.

SEAL



Julie M. Othman
Notary Public

[Signature Page to Assignment of Patent]

AIRCEL LLC

(Assignee)

By: [Signature]

Name: STEVEN E. MUELLER

Title: MANAGER

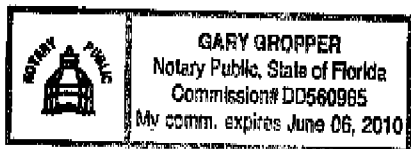
Date: 11-3-08

STATE OF FL)
COUNTY OF Collier) ss.

On this 3 day of Nov, 2008, before me personally appeared Steven Mueller, known to me to be the manager of the Assignee described in the foregoing assignment and also known to me to be the person who executed the foregoing assignment on behalf of the Assignee therein named, and acknowledged to me that such entity executed the same.

SEAL

[Signature]
Notary Public



[Signature Page to Assignment of Patent]

SCHEDULE 1

Patent:

1. Air Dryer

Patent No: 6691428

Issue Date: 02/17/2004

App. No: 10224736

Filing Date: 08/21/2002