

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Michigan Wheel Corporation	09/08/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Michigan Wheel Operations, LLC
Street Address:	121 West Long Lake Road, 3rd Floor
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	6835047
Patent Number:	5201679
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	47833-59
NAME OF SUBMITTER:	Nora Hudge
Total Attachments: 5 source=Michigan Wheel Patent Assignment#page1.tif source=Michigan Wheel Patent Assignment#page2.tif	

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**PATENT**  
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## PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "Assignment"), effective the 8th day of September, 2009, is made and entered into by and between Michigan Wheel Corporation, a Delaware corporation ("Assignor"), and Michigan Wheel Operations, LLC a Michigan limited liability company ("Assignee") (each a "Party" and collectively, the "Parties").

### RECITALS

WHEREAS, Assignor is the owner of the patents and pending patent applications set forth on Schedule A hereto (the "Patents"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 13, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets, including the Patents, all on the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **Assignment.** Assignor hereby assigns to Assignee, their successors and assigns, all of Assignor's right, title and interest in and to the Patents, including, without limitation, international, national or regional phase applications claiming priority therefrom, divisions, reissues, continuations, reexaminations, all inventions disclosed therein, all rights therein provided by international treaties and conventions in any country of the world, and any patents, including utility and design patents, utility models, invention registrations or any other form of legal protection issuing therefrom, and including all rights to enforce the same such as, for example, the right to sue for past, present and future infringement thereof, free from all liens, charges, licenses or other encumbrances.

2. **Further Assurances.** At the request and cost of Assignee, Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment.

Assignor specifically authorizes and requests that the Commissioner of Patents of the United States or any Official of any country or other political entity foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all letters patent for the Patents to Michigan Wheel Operations, LLC, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

3. **Relationship to Asset Purchase Agreement.** The terms of the Asset Purchase Agreement are incorporated herein by this reference, and will not be superseded by this

Agreement, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the choice or conflict of law provisions thereof.

5. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or pdf, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

[Signatures on next page]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.

**Michigan Wheel Corporation**

By: Stanley J. Heide

Name: Stanley J. Heide

Title: President / CEO

**Michigan Wheel Operations, LLC**

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

Name: Cory Gaffney, Authorized Signatory

**IN WITNESS WHEREOF**, each party has caused this Assignment to be executed by its duly authorized representatives.

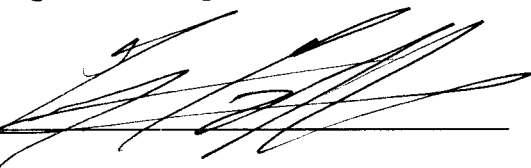
**Michigan Wheel Corporation**

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

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

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

**Michigan Wheel Operations, LLC**

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

Name: Cory Gaffney, Authorized Signatory

## SCHEDULE A

### Issued Patents

<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Entitled</u>
United States	6,835,047	December 28, 2004	Labyrinth Seal Adapter for Marine Propeller
United States	5,201,679	April 13, 1993	Marine Propeller with Breakaway Hub

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