

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Comair Rotron, Inc.	10/14/2008
RECEIVING PARTY DATA	
Name:	Motion Holdings, LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6509704
Patent Number:	6841957
CORRESPONDENCE DATA	
Fax Number:	(248)292-2910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2482922920
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Correspondent Name:	Dobrusin & Thennisch PC
Address Line 1:	29 W.Lawrence Street, Suite 210
Address Line 4:	Pontiac, MICHIGAN 48342
ATTORNEY DOCKET NUMBER:	1063A-012, 1063A-012C1
NAME OF SUBMITTER:	Daniel P. Aleksynas

Total Attachments: 11
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Intellectual Property License Agreement

This Intellectual Property License Agreement, dated as of the 14 day of October, 2008 (this "Agreement"), is made by and between Motion Holdings, LLC, a Delaware limited liability company ("Licensor"), and Joel B. Weinberg, as Receiver for Comair Rotron, Inc., Thermaflo, Inc. and Comair Parent Corp. ("Licensee").

Recitals

- A. Licensee is, pursuant to that Stipulated Order Appointing a Receiver of the United States District Court for the Southern District of California (the "District Court"), entered in that matter entitled *LaSalle Bank National Association v. Comair Rotron, Inc., Thermaflo, Inc. and Comair Parent Corp.*, bearing Case No. 08-cv-1387-DMS (POR) (the "Receiver Order"), the duly appointed and acting receiver over various property of Comair Rotron, Inc., Thermaflo, Inc. and Comair Parent Corp. (collectively "Comair Rotron").
- B. Subject to an order of the District Court, on the date hereof Licensor and Licensee shall enter into the Asset Purchase Agreement (the "Asset Purchase Agreement"), whereby Licensee shall sell to Licensor, and Licensor shall acquire from Licensee, all of Comair Rotron's right, title and interest in and to the assets of Comair Rotron listed on Schedule A hereto (collectively, the "Assets").
- C. Simultaneous with the execution and delivery of the Asset Purchase Agreement, Licensor and Licensee wish to enter into this Agreement.

Agreement

Now, therefore, in consideration of the foregoing recitals, which are hereby incorporated by reference, and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

1.1 As used herein, the following terms shall have the meanings set forth below:

"Intellectual Property" means the Patents, the Trademarks and the Trade Secrets, collectively.

"Patents" means the issued patents and patent applications set forth on Schedule A to the Asset Purchase Agreement.

"Products" means the fans, blowers, fan trays, and impellers that Licensee makes, has made, uses, offers for sale, sells and imports into the U.S. as of the date of this Agreement.

"Trade Secrets" means any trade secrets and confidential know-how owned or controlled by

Licensors which are necessary or useful to make, have made, use, offer for sale, sell or import the Products.

"Trademarks" means the registered trademarks and trademark registration applications set forth on Schedule A to the Asset Purchase Agreement, and the goodwill associated therewith.

2. Intellectual Property License.

2.1 License Grant. In consideration of the delivery of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Licensor acknowledges, Licensor hereby grants to Licensee a nonexclusive, non-transferable (except as provided herein) license (a) to make, have made, use, sell, offer for sale, and import the Products under the Patents and the Trade Secrets, and (b) to use the Trademarks for the purpose of identifying and marketing of the Products. Subject to Section 3.2 below, all rights granted to Licensee hereunder shall terminate immediately upon termination of this Agreement as provided in Section 4, provided that Licensor and Licensee agree to meet at a mutually agreeable time before the effective date of such termination and negotiate in good faith a sale to Licensor of any Products, parts and other materials that will be in the possession or control of Licensee ("Inventory") as of such date, but not otherwise committed to other parties in writing. Licensor agrees that any Inventory not purchased by Licensor as a result of such good faith negotiation within 15 days of the effective date of such termination may be offered for sale, sold or imported by Licensee for up to 60 days after the effective date of such termination. Licensee agrees that the quantities of such Inventory on the effective date of such termination shall be substantially the same or less than the quantity thereof on the effective date of this Agreement.

2.2 Sublicenses. Licensee shall not have the right to sublicense, except that Licensee may grant sublicenses to Comair Rotron or Comair Rotron de Mexico, S. de R.L. de C.V. to the extent Licensee deems reasonably necessary to achieve the purposes of this Agreement, and provided that any such sublicensees agree to be bound by the terms and conditions of this Agreement. Subject to Section 3.2 below, all rights granted to any sublicensee shall terminate immediately upon termination of this Agreement.

3. Covenants of Licensee.

3.1 Patents and Trademarks. Licensee shall conform to such patent and trademark guidelines as Licensor may provide to Licensee, and otherwise comply with all notice or marking requirements and other requirements under applicable law.

3.2 Trade Secrets. Licensee will hold, and will use Licensee's commercially reasonable efforts to cause Licensee's employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by applicable law, all Trade Secrets, except to the extent that such information can be shown to have been (a) previously known on a non-confidential basis by Licensee or Licensee's aforementioned affiliates, (b) in the public domain through no fault of Licensee or Licensee's aforementioned affiliates, or (c) later lawfully acquired by Licensee or Licensee's aforementioned affiliates from sources other than those related to Licensee's prior control

Assets. The obligation of Licensee and Licensee's aforementioned affiliates to hold any such information in confidence shall be satisfied if they exercise the same care with respect to such information as they would take to preserve the confidentiality of their own similar information. Without prejudice to any of Licensor's legal rights, in the event any Trade Secret to the Licensee's knowledge is disclosed by Licensee to any third party in contravention of this Section 3.2, Licensee shall promptly notify Licensor, and shall provide reasonable assistance to Licensor to rectify such disclosure. Licensee's obligations with respect to the Trade Secrets shall survive termination of this Agreement.

3.3 Records. Licensee shall keep accurate records of all operations hereunder, and shall permit Licensor to inspect all such records and to make copies of such records during regular business hours throughout the term of this Agreement and for a period of three (3) years thereafter.

Termination.

4.1 Termination. This Agreement shall terminate on the earliest to occur of the following:

4.1.1 At the close of business on November 7, 2008.

4.1.2 Immediately upon termination of the Asset Purchase Agreement, except as a result of Licensor's material breach of thereof through no fault of Licensee.

4.1.3 Thirty (30) days after delivery of written notice if the other party breaches any material provision of this Agreement and such breach is (a) incapable of cure, or (b) is capable of cure, but not cured within thirty (30) days of the breaching party's receipt of notice of such breach (or such longer cure period as the non-breaching party may authorize).

4.1.4 Immediately upon (a) the institution by either party of bankruptcy proceedings or any other act of bankruptcy for the settlement of its debts, or (b) the institution of such proceedings against either party, which is not dismissed or otherwise resolved in its favor within ninety (90) days thereafter.

5. Disclaimer of Warranties.

5.1 Disclaimer of Warranties. Licensee agrees that the license set forth in Section 2.1 is granted without any representation or warranty whatsoever, whether expressed or implied, and, in the absence of fraud or except as otherwise expressly provided herein, without recourse to Licensor. Without limiting the generality of the foregoing, Licensor makes no warranty or representation regarding the Intellectual Property or the Products, or the fitness, desirability or merchantability thereof or suitability therefor for any particular purpose, any projection, result or outcome of any business operation by Licensee using the Intellectual Property or any profit, loss, expense or income that might result from Licensee's.

Assignability; Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the parties and their successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto; except that Licensor may (a) designate any affiliate of Licensor to acquire any or all of the Intellectual Property as Licensor may determine (provided that any such designation shall not relieve Licensor of its obligations hereunder), and (b) make a collateral assignment of its rights hereunder to any lender to or other financing source of Licensor or any affiliate.

7. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws principles that would cause the laws of any other jurisdiction to apply. Each of Licensee and Licensor irrevocably (a) agrees that any suit or other legal proceeding arising out of or relating to this Agreement may be brought only in the United States District Court located in San Diego County, California, (b) consents, for himself or itself and in respect of his or its property, to the jurisdiction of such court in any such suit or proceeding, and (c) waives any objection which he or it may have to the laying of venue of any such suit or proceeding in any of such courts and any claim that any such suit or proceeding has been brought in an inconvenient forum. The non-prevailing party in any such suit or proceeding shall pay the attorneys' fees and costs of the suit or proceeding of the prevailing party.

8. Time of the Essence. Time is of the essence of this Agreement.

9. Severability. If it shall be determined by a court that any provision or wording of this Agreement shall be invalid or unenforceable under California law, or any other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In such case, this Agreement shall be construed to the extent permitted by applicable law so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law.

10. Counterparts. This Agreement may be executed in counterparts, and by electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11. Headings. The headings of the sections of this Agreement are for convenience of reference only and are not to be considered in construing the terms and provisions of this Agreement.

12. Entire Agreement. This Agreement, together with the Exhibits referred to herein and thereby made a part of this Agreement, constitutes the entire understanding of the Parties relating to the subject matter hereof, and no modification of this Agreement shall be effective unless in writing and signed by the parties.

13. Waiver. Licensor has the right, at its sole discretion, to waive any conditions to the Initial Closing or the Final Closing set forth in this Agreement. Any such waiver shall be effective only if evidenced by a writing that is signed by Licensor.

14. No Independent Liability. Licensee is entering into this Agreement solely in its capacity as

the Receiver of Comair Rotron and shall not incur any personal liability under this Agreement or the transaction contemplated thereby. Each representation, warranty, covenant, promise and agreement of Licensee contained herein is limited by the Receiver Order and applicable law.

15. Further Assurances. Licensor and Licensee agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to expeditiously consummate, implement or perfect the transactions contemplated by this Agreement.

16. Representation by Independent Legal Counsel. Each of Licensee and Licensor acknowledges that he or it has executed this Agreement after having had the opportunity to consult with independent legal counsel. Each of Licensee and Licensor further acknowledges that he or it has had an adequate opportunity to make whatever inquiry he or it may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein. Neither party has relied upon any representations or statements made by any other party hereto which is not specifically set forth in this Agreement.

[End of text. Signature page follows.]

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Licensee:


Joel B. Wejnberg, as Receiver for Comair Rotron,
Inc., ThermoFlo, Inc. and Comair Parent Corp.

Licensor:

Motion Holdings, LLC
a Delaware limited liability company

Signature: _____

Printed Name: _____

Title: _____

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Licensee:

Joel B. Weinberg, as Receiver for Comair Rotron,
Inc., Thermaflo, Inc. and Comair Parent Corp.

Licensor:

Motion Holdings, LLC
a Delaware limited liability company

Signature:

Printed Name:

Title:

Thomas Liehl

THOMAS LIEHL

CFO

ppa - *R. Stöber*

*Robert Stöber
VP Business Development*

SCHEDULE A

Patent No.	Country	Application Title	Applicant	Status	Application No.	Filing Date	Patent No.	Issue Date	Assignee
0917/128	US	Winding Supply Circuit with Current and Thermal Protective Elements	ORD	Issued	08/960,192	29-Oct-1997	5,947,691	07-Sep-1999	Comair Rotron, Inc.
0917/153	GB	Multi-Stator Motor With Independent Stator Circuits	EPP	Granted	99921469.5	23-Apr-1999	1078442	19-Oct-2005	Comair Rotron, Inc.
0917/153	US	Multi-Stator with Independent Stator Circuits	RCE	Issued	09/072,242	04-May-1998	6,437,529	20-Aug-2002	Comair Rotron, Inc.
0917/157	US	Compact Fan and Impeller (amended)	ORD	Issued	07/698,000	09-May-1991	5,188,508	23-Feb-1993	Comair Rotron, Inc.
0917/160	US	Simple Dual Voltage PSC Motor With Internal Fixed Capacitor and Common Torque	ORD	Issued	08/993,266	18-Dec-1997	5,867,005	02-Feb-1999	Comair Rotron, Inc.
0917/161	US	Apparatus and Method of Encapsulating Motors	ORD	Issued	09/016,386	30-Jan-1998	6,136,250	24-Oct-2000	Comair Rotron, Inc.
0917/171	DE	Low Profile Motor	EPP	Granted	99903304.6	21-Jan-1999	69913939.2	02-Jan-2004	Comair Rotron, Inc.
0917/171	EP	Low Profile Motor	PCT	Granted	99903304.6	21-Jan-1999	1049877	02-Jan-2004	Comair Rotron, Inc.
0917/171	US	Low Profile Motor	RCE	Issued	09/234,649	21-Jan-1999	6,509,704	21-Jan-2003	Comair Rotron, Inc.
0917/177	CA	Apparatus for Motor Synchronization	ORD	Pending	2,406,127	30-Sep-2002			Comair Rotron, Inc.
0917/177	US	Apparatus for Motor Synchronization (CIP of 917/176)	CIP	Issued	09/827,356	05-Apr-2001	6,646,396	11-Nov-2003	Comair Rotron, Inc.
0917/182	US	DC Voltage Level Shifter	ORD	Issued	09/931,502	16-Aug-2001	6,577,090	10-Jun-2003	Comair Rotron, Inc.
0917/184	CA	Efficient Stator	PCT	Pending	2,447,880	17-May-2002			Comair Rotron, Inc.
0917/184	EP	Efficient Stator	PCT	Pending	02744159.1	17-May-2002			Comair Rotron, Inc.
0917/184	US	Efficient Stator	ORD	Issued	10/150,887	17-May-2002	6,741,061	25-May-2004	Comair Rotron, Inc.
0917/185	US	Balanced Rotor	ORD	Issued	10/116,329	04-Apr-2002	6,841,112	11-Jan-2005	Comair Rotron, Inc.
0917/188	US	Low Profile Motor	CON	Issued	10/262,628	01-Oct-2002	6,841,957	11-Jan-2005	Comair Rotron, Inc.
0917/192	US	Magnetizing Fixture With Insulated Core	ORD	Issued	10/666,525	18-Sep-2003	7,061,353	13-Jun-2006	Comair Rotron, Inc.
0917/193	US	Electric Motor Stator Current Controller	ORD	Issued	10/642,433	15-Aug-2003	6,876,110	05-Apr-2005	Comair Rotron, Inc.

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Patent No.	Country	Inventor Name	IPC Class.	Status	Amount	Issue Date	Priority Date	Assignee
0917/194	CA	Draft Inducer Having a Backward Curved Impeller	PCT	Pending	2,563,471	20-Apr-2005		Comair Rotron, Inc.
0917/194	US	Draft Inducer Having a Backward Curved Impeller	ORD	Allowed	10/847,207	17-May-2004		Comair Rotron, Inc.
0917/195	CA	Apparatus and Method for Maintaining an Operating Condition for a Blower	PCT	Pending	2,541,945	23-Aug-2004		Comair Rotron, Inc.
0917/195	US	Apparatus and Method for Maintaining an Operating Condition for a Blower	CIP	Published	10/924,251	23-Aug-2004		Comair Rotron, Inc.
0917/198	US	Motor With Raised Rotor	ORD	Published	10/797,901	10-Mar-2004		Comair Rotron, Inc.
0917/199	CA	Draft Inducer Performance Control	PCT	Pending	2,537,192	23-Aug-2004		Comair Rotron, Inc.
0917/A01	CA	Energy Store Circuit for Controlling Rotor Rotation	PCT	Pending	2,489,351	09-Jul-2003		Comair Rotron, Inc.
0917/A01	US	Energy Store Circuit for Controlling Rotor Rotation	ORD	Issued	10/616,499	09-Jul-2003	01-Jan-2008	Comair Rotron, Inc.
0917/A03	CA	Draft Inducer System	PCT	Pending	2,497,992	04-Sep-2003		Comair Rotron, Inc.
0917/A03	US	Draft Inducer System	ORD	Issued	10/655,534	04-Sep-2003	30-May-2006	Comair Rotron, Inc.
0917/A05	US	Rotor Shaft Coupling	ORD	Published	10/867,176	14-Jun-2004		Comair Rotron, Inc.
0917/A07	US	Apparatus and Method of Driving a Light Powered System	ORD	Allowed	11/021,719	23-Dec-2004		Comair Rotron, Inc.
0917/A12	EM	Fluid Moving Device	DES	Granted	000406061-0004	21-Sep-2005		Comair Rotron, Inc.
0917/A12	US	Fan	DES	Allowed	29/226,401	28-Mar-2005		Comair Rotron, Inc.
0917/A13	CA	Apparatus and Method for Starting an Electric Motor	ORD	Pending	2,548,867	30-May-2006		Comair Rotron, Inc.
0917/A13	US	Apparatus and Method for Starting an Electric Motor	ORD	Issued	11/145,052	03-Jun-2005	18-Dec-2007	Comair Rotron, Inc.
0917/A14	US	Draft Inducer System	CON	Published	11/195,099	02-Aug-2005		Comair Rotron, Inc.
0917/A15	US	Condensation Removal for Use with a Draft Inducer	CIP	Issued	11/223,821	09-Sep-2005	29-Apr-2008	Comair Rotron, Inc.

Doc#	Country	Application Title	IPC Class	Status	Pub. No.	Pub. Date	Pub. No.	Pub. Date	Patent No.	Issue Date	Assignee
0917/A16	US	Method and Apparatus for Controlling the Speed of a DC Motor	ORD	Issued	11/284,419	21-Nov-2005	7,245,096	17-Jul-2007			Comair Rotron, Inc.
0917/A17	US	Fan Tray Assembly Shaped Venturi	ORD	Published	11/592,030	02-Nov-2006					Comair Rotron, Inc.
0917/A19	US	Magnetizing Fixture with Insulated Core	DIV	Published	11/403,299	13-Apr-2006					Comair Rotron, Inc.
0917/A20	GB	Electric Motor With Integral Regulator Inductance	ORD	Published	06 158 16.6	09-Aug-2006					Comair Rotron, Inc.
0917/A20	US	Electric Motor with Integral Regulator Inductance	ORD	Published	11/496,721	31-Jul-2006					Comair Rotron, Inc.