

PATENT ASSIGNMENT

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Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bitzer Scroll Inc.	10/05/2009
RECEIVING PARTY DATA	
Name:	Bitzer Kuhlmaschinenbau GmbH
Street Address:	EschenbrunnlestraBe 15
City:	Sindelfingen
State/Country:	GERMANY
Postal Code:	71065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13109355
CORRESPONDENCE DATA	
Fax Number:	(815)654-5770
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	815-633-5300
Email:	RockMail@reinhardt.com
Correspondent Name:	REINHART BOERNER VAN DEUREN P.C.
Address Line 1:	2215 PERRYGREEN WAY
Address Line 4:	ROCKFORD, ILLINOIS 61107
ATTORNEY DOCKET NUMBER:	506181-CON
NAME OF SUBMITTER:	Gordon M. Wright
Total Attachments: 6 source=506181CONAssignment#page1.tif source=506181CONAssignment#page2.tif source=506181CONAssignment#page3.tif source=506181CONAssignment#page4.tif source=506181CONAssignment#page5.tif source=506181CONAssignment#page6.tif	

CH \$40.00 13109355

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (the "Assignment") is made as of 5 October, 2009 (the "Effective Date"), by and between BITZER SCROLL INC., a Delaware corporation (the "Assignor") having an address at Salina Industrial Powerpark, One General Motors Drive, Syracuse, New York 13206 and BITZER KUHLMASCHINENBAU GmbH, a German legal entity (the "Assignee") having an address at EschenbrunnlestraBe 15, 71065 Sindelfingen, Germany.

RECITALS

A. Assignor is the owner of certain patents and/or patent applications (referred to as "the Patents").

B. For good and valuable consideration, Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Patents from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Patents to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition. As used herein, the following term shall have the meanings set forth below:

1.1 Assigned Patents. The term "Assigned Patents" shall mean those patents and/or patent applications listed in Appendix A attached hereto and made a part hereof, as well as any and all patents maturing from a continuation, continuation-in-part, division, reissue, or reexamination of any Assigned Patents and regardless of whether such patent matures from a convention or non-convention application, or any other substitution, renewal, extension, addition, utility model, or other United States or foreign patent.

2. Assignment of the Assigned Patents. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby assigns and transfers to Assignee, its successors, and assigns Assignor's entire rights, title, and interest in and to the Assigned Patents. The assignment of the Assigned Patents granted by Assignor to Assignee in this Agreement is granted free and clear of all security interests, liens, encumbrances, claims, or interests of any kind or nature.

3. Assignment of Accrued Enforcement Rights. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Patents that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Patents; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceeding that may arise in connection with the Assigned Patents; and (iii) in the implementation or perfection of this Patent Assignment. Assignor agrees that he shall not assist or encourage, through action or inaction, any challenge to the validity, enforceability, or ownership of the Assigned Patents.

5. Representations and Warranties. Assignor expressly represents and warrants that: (i) Assignor has the sole and exclusive right to grant the assignment granted herein; (ii) to the best of its knowledge, no third party has any right, title, or interest in the Assigned Patents; (iii) Assignor has taken no action which may adversely affect Assignee's rights under this Patent Assignment; (iv) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that conflict with the rights granted by this Patent Assignment; and (v) Assignor has the right to execute and enter into this Patent Assignment and to perform his obligations hereunder. Assignor warrants that, to the best of his knowledge, there are no circumstances that would: (i) render the Assigned Patents invalid or unenforceable; or (ii) render Assignee liable for patent infringement or trade secret misappropriation as a consequence of Assignee performing the activities permitted by this Patent Assignment or practice of the invention claimed in the Assigned Patents. Assignee represents that it has the power to enter into this Patent Assignment and perform the obligations assumed hereunder.

6. General Provisions.

6.1 Merger and Integration. This Assignment represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

6.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

6.3 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither

party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

6.4 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.5 Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of New York.

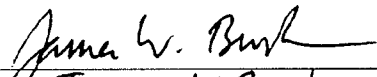
IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

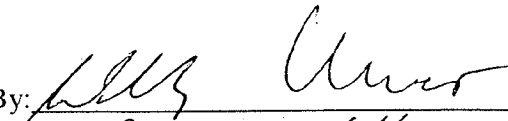
ASSIGNOR:

ASSIGNEE:

BITZER SCROLL INC.

BITZER KUHLMASCHINENBAU GmbH

By: 
Name: James W. Bush
Title: Vice President

By: 
Name: Dr. Walter H. Meyer
Title: CFO / CSMO

APPENDIX A

LIST OF THE ASSIGNED PATENTS

Title of Patent/ Publication	Country	Publication/ Patent Number	Filing Date	Application Number	Date of Issuance/ Publication
Key Coupling and Scroll Compressor Incorporating Same	US	US-2009-0185927-A1	1/17/08	12/015,571	7/23/09
Key Coupling and Scroll Compressor Incorporating Same	PCT	WO 2009/091858	1/15/09	PCT/US2009/031050	7/23/09
Scroll Compressor and Baffle for Same	US	US-2009-0185926-A1	1/17/08	12/015,557	7/23/09
Scroll Compressor and Baffle for Same	PCT	WO 2009/091861	1/15/09	PCT/US2009/031054	7/23/09
Shaft Mounted Counterweight, Method and Scroll Compressor Incorporating Same	US	US-2009-0185931-A1	1/17/08	12/015,689	7/23/09
Shaft Mounted Counterweight, Method and Scroll Compressor Incorporating Same	PCT	WO 2009/091868	1/15/09	PCT/US2009/031065	7/23/09
Non Symmetrical Key Coupling Contact and Scroll Compressor Having Same	US	US-2009-0185933-A1	1/17/08	12/015,589	7/23/09
Non Symmetrical Key Coupling Contact and Scroll Compressor Having Same	PCT	WO 2009/091871	1/15/09	PCT/US2009/031071	7/23/09

Scroll Compressor Suction Flow Path & Bearing Arrangement Features	US	US-2009-0185928-A1	1/17/08	12/015,592	7/23/09
Scroll Compressor Suction Flow Path & Bearing Arrangement Features	PCT	WO 2009/091876	1/15/09	PCT/US2009/031080	7/23/09
Scroll Compressor Build Assembly	US	US-2009-0185932-A1	1/17/08	12/015,596	7/23/09
Scroll Compressor Build Assembly	PCT	WO 2009/091880	1/15/09	PCT/US2009/031085	7/23/09
Scroll Compressor Bodies with Scroll Tip Seals and Extended Thrust Region	US	US-2009-0185934-A1	1/17/08	12/015,599	7/23/09
Scroll Compressor Bodies with Scroll Tip Seals and Extended Thrust Region	PCT	WO 2009/091890	1/15/09	PCT/US2009/031102	7/23/09
Mounting Base and Scroll Compressor Incorporating Same	US	US-2009-0185929-A1	1/17/08	12/015,643	7/23/09
Mounting Base and Scroll Compressor Incorporating Same	PCT	WO 2009/091891	1/15/09	PCT/US2009/031104	7/23/09
Scroll Compressor with Housing Shell Location	US	US-2009-0185930-A1	1/17/08	12/015,651	7/23/09
Scroll Compressor with Housing Shell Location	PCT	WO 2009/091897	1/15/09	PCT/US2009/031114	7/23/09

Scroll Compressor Having Standardized Power Strip	US	US-2009-0185921-A1	1/17/08	12/015,660	7/23/09
Scroll Compressor Having Standardized Power Strip	PCT	WO 2009/091901	1/15/09	PCT/US2009/031121	7/23/09
Suction Duct and Scroll Compressor Incorporating Same	US	Not Available	10/14/08	12/250,688	Not Available
Suction Duct and Scroll Compressor Incorporating Same	PCT	Not Available	9/23/09	PCT/US2009/058025	Not Available
Inlet Screen and Scroll Compressor Incorporating Same	US	Not Available	10/14/08	12/250,696	Not Available
Inlet Screen and Scroll Compressor Incorporating Same	PCT	Not Available	9/23/09	PCT/US2009/058032	Not Available
Contoured Check Valve Disc and Scroll Compressor Incorporating Same	US	Not Available	4/3/09	12/418,326	Not Available
Shaft Bearings, Compressor with Same, and Methods	US	Not Available	3/23/09	12/409,091	Not Available
Scroll Compressors with Different Volume Indexes and Systems and Methods for Same	US	N/A	1/23/09	61/146,947	N/A
Optimized Discharge Port for Scroll Compressor with Tip Seals	US	Not Available	9/11/09	12/557,592	Not Available