

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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| SUBMISSION TYPE:   | NEW ASSIGNMENT                     |
| NATURE OF CONVEYANCE:  | ASSIGNMENT                         |
| <b>CONVEYING PARTY DATA</b>  |                                    |
| Name   | Execution Date                     |
| Halt & Hass Systems Corporation  | 06/30/2011                         |
| <b>RECEIVING PARTY DATA</b>  |                                    |
| Name:  | Cincinnati Sub-Zero Products, Inc. |
| Street Address:  | 12011 Mosteller Road               |
| Internal Address:  | Attn: Steven Berke                 |
| City:  | Cincinnati                         |
| State/Country:   | OHIO                               |
| Postal Code:   | 45241-1528                         |
| <b>PROPERTY NUMBERS Total: 6</b>   |                                    |
| Property Type  | Number                             |
| Patent Number:   | 5979242                            |
| Patent Number:   | 7299698                            |
| Patent Number:   | 7363818                            |
| Patent Number:   | 6502464                            |
| Patent Number:   | 6422083                            |
| Patent Number:   | 5969256                            |
| <b>CORRESPONDENCE DATA</b>   |                                    |
| Fax Number:  | (513)241-4922                      |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                    |
| Phone:   | 513-333-5224                       |
| Email:   | mkite@ctks.com                     |
| Correspondent Name:  | Matthew M. Kite                    |
| Address Line 1:  | 250 E. Fifth Street, Suite 1200    |
| Address Line 4:  | Cincinnati, OHIO 45202             |
| ATTORNEY DOCKET NUMBER:  | 16900/119                          |

**OP \$240.00 5979242**

**501582566**

**PATENT**  
**REEL: 026530 FRAME: 0630**

NAME OF SUBMITTER:

Matthew M. Kite

Total Attachments: 4

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT (the "Assignment") is made and entered into as of the 30 day of June, 2011 among **HALT & HASS Systems Corporation**, a Colorado corporation ("Assignor") and **Cincinnati Sub-Zero Products, Inc.**, an Ohio corporation ("Assignee"). Assignee and Assignor are sometimes collectively referred to herein as the "Parties" and separately as a "Party." Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Agreement of Sale and Purchase dated June 30, 2011 (together with the exhibits and schedules thereto, the "Purchase Agreement"), pursuant to which Assignee is acquiring certain Assets of Assignor;

WHEREAS, Assignor is the owner of the patents, copyrights, trademarks, tradenames and domain names listed on Exhibit A attached hereto and made a part hereof, which (together with all goodwill represented and symbolized thereby worldwide) are part of the "Intellectual Property Assets" described in the Purchase Agreement; and

WHEREAS, pursuant to Section 1.7(a)(iii) of the Purchase Agreement, Assignor is required to assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Assets, pursuant to and subject to the terms and conditions of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and stipulations set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Assignor hereby irrevocably grants, sells, assigns, transfers, delivers, and conveys to Assignee (and its successors and assigns), as purchaser of the Assets, to have and hold forever, all of Assignor's right, title and interest in and to the Intellectual Property Assets, together with all translations, adaptations, derivations, and combinations thereof, and all goodwill represented and symbolized thereby, including but not limited to the assets listed on Exhibit A attached. .

2. Assignor, hereby represents and warrants (a) that Assignor is the sole owner of all rights in and to the Intellectual Property Assets; (b) that to Assignor's knowledge (as defined in the Purchase Agreement), the Intellectual Property Assets do not violate or infringe intellectual property of any third party; and (c) that Assignor has the full power and authority to enter into this Assignment.

3. In furtherance of the sale and assignment of the Intellectual Property Assets and the purposes of this Assignment, Assignor shall execute and deliver to Assignee, or any agency designated by Assignee, within five (5) business days of request by Assignee, any and all additional documents as Assignee may deem reasonably necessary or desirable to effectuate the sale, transfer, grant, conveyance, assignment and relinquishment of the Intellectual Property Assets. Assignor hereby irrevocably appoints and constitutes Assignee as its attorney in fact to sign and file any and all such documents on behalf of Assignor.

4. All of the terms and provisions of this Assignment shall be binding upon Assignor and the successors and assigns of Assignor and shall inure to the benefit of Assignee and its successors and assigns.

5. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Intellectual Property Assets from Assignor to Assignee as provided in the Purchase Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Purchase Agreement as they relate to the Intellectual Property Assets, including any of the representations, warranties, covenants or indemnities set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall be deemed to supersede the conflicting terms of this Assignment.

6. The laws of the State of Ohio shall govern the validity and construction of this Assignment and all rights and obligations of, and disputes between or among, the Parties arising out of or related to this Assignment or the transactions contemplated by this Assignment, whether in contract, tort or otherwise, without regard to the principles of conflict of laws of the State of Ohio.

7. Nothing in this Assignment, express or implied, is intended to confer upon any third party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

8. This Assignment, including this section, may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the Parties.

9. This Assignment may be executed and delivered by facsimile signature or portable document format (PDF), in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In that event, in proving this Assignment it shall only be necessary to produce or account for the counterpart signed by the Party against whom the proof is being presented.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has executed this Assignment, with the intention of creating a sealed instrument, as of the date first set forth above.

**HALT & HASS SYSTEMS CORPORATION,**  
a Colorado Corporation

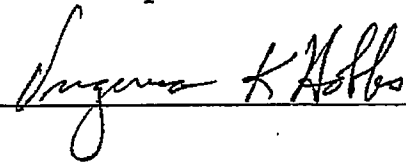
By: 

Exhibit A

| <b>Patent #</b> | <b>Date of Patent</b> | <b>Filed</b> | <b>Description</b>  |
|-----------------|-----------------------|--------------|---|
| 5,979,242       | 11/9/1999             | 4/20/1998    | Multi-level vibration test system having controllable vibration |
| 7,299,698 B2    | 11/27/2007            | 8/10/2006    | vibration test module having controllable vibration             |
| 7,363,818 B2    | 4/29/2008             | 7/15/2005    | Programmable vibrator   |
| 6,502,464 B1    | 1/17/2003             | 9/29/2000    | Energy redistribution system for a VS                           |
| 6,422,083 B1    | 7/23/2002             | 3/24/2000    | Tuned energy redistribution system for a VS                     |
| 5,969,256       | 10/19/1999            | 12/26/1996   | Modulare vibration system                                       |