

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Milton Bernard Hollander</td> <td>07/22/2011</td> </tr> <tr> <td>William Earl McKinley</td> <td>04/08/1985</td> </tr> <tr> <td>Michael A. Macchiarelli Jr.</td> <td>07/22/2011</td> </tr> <tr> <td>Shahin Baghai</td> <td>07/22/2011</td> </tr> </tbody> </table>		Name	Execution Date	Milton Bernard Hollander	07/22/2011	William Earl McKinley	04/08/1985	Michael A. Macchiarelli Jr.	07/22/2011	Shahin Baghai	07/22/2011
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RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>OMEGA ENGINEERING, INC.</td> </tr> <tr> <td>Street Address:</td> <td>One Omega Drive</td> </tr> <tr> <td>City:</td> <td>Stamford</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06907</td> </tr> </table>		Name:	OMEGA ENGINEERING, INC.	Street Address:	One Omega Drive	City:	Stamford	State/Country:	CONNECTICUT	Postal Code:	06907
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (860)632-8269 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 8606327200 Email: snyder@mkgip.com</p> <p>Correspondent Name: Michaud-Kinney Group LLP Address Line 1: 306 Industrial Park Road Address Line 2: Suite 206 Address Line 4: Middletown, CONNECTICUT 06457</p>											
ATTORNEY DOCKET NUMBER:	1315-0022										
NAME OF SUBMITTER:	Michael K. Kinney										
Total Attachments: 14											

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ASSIGNMENT AGREEMENT

This Assignment Agreement is by and between Milton Bernard Hollander a.k.a. Milton B. Hollander, an individual, having an address at One Arbor Lane, Stamford, Connecticut 06903, Shahin Baghai, an individual, having an address at 95 Cranbury Drive, Trumbull, Connecticut 06611, and Michael A. Macchiarelli, Jr., an individual, having an address at 3 Shinnacock Trail, Shelton, Connecticut 06484 (each individually and collectively "Assignor"), and OMEGA Engineering, Inc., a Delaware corporation, having a place of business at One Omega Drive, Stamford, Connecticut 06907 ("Assignee").

WHEREAS, Assignor is an owner of certain patents and patent applications directed to his inventions, each patent and patent application is listed in Exhibit A, attached hereto and made a part hereof (hereinafter "Intellectual Property Assets");

WHEREAS, Assignee desires to acquire all of Assignor's rights in and to the said Intellectual Property Assets and said inventions disclosed therein;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns, conveys, transfers and sets over, and by these presents hereby does assign, convey, transfer and set over to Assignee all of his rights, title and interest in and to said Intellectual Property Assets and under said inventions, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said inventions, and any and all other applications for Letters Patent on said inventions, in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said inventions or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said inventions, said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held

Assignment Agreement (Continued)

and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of said inventions in his name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise. Assignor further assigns, conveys, transfers and sets over, and by these presents hereby does assign, convey, transfer and set over to Assignee all of its right, title and interest in and to the right to sue third parties for and recover damages from past and future infringement of said Intellectual Property Assets.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents to record this Assignment Agreement, and to issue or transfer all said Letters Patent on said inventions and, to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor represents and warrants that Assignor has the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

Assignor hereby covenant and agree that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to it relating to said inventions and the history thereof, testify in any legal proceeding, execute all lawful papers including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said inventions in all countries.

Assignment Agreement (Continued)

IN WITNESS WHEREOF, this Assignment has been executed by the Assignor and Assignee on this 22nd of July, 2011.

ASSIGNOR:

MILTON BERNARD HOLLANDER

By: Milton B Hollander

Name: Milton Bernard Hollander

ASSIGNEE:

OMEGA ENGINEERING, INC.

By: Richard W. Kirmheller

Name: Richard W. Kirmheller

Title: Treasurer

SHAHIN BAGHAI

By: Shahin Baghai

Name: Shahin Baghai

MICHAEL A. MACCHIARELLI, JR.

By: Michael A. Macchiarelli, Jr.

Name: Michael A. Macchiarelli, Jr.

State of Connecticut)
County of Stamford) ss: Stamford, CT

On this 22nd day of July, 2011, before me, the undersigned personally appeared known to me to be the person(s) whose name(s) (is or are) subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Donna Adam
Signature of Notary Public

Date Commission Expires: 10/31/2012

DONNA ADAM
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2012

EXHIBIT A

Patent No.	Issue Date	Ser. No.	Filing Date	Title	Inventors
6,074,089	06/13/00	09/015,928	01/30/98	Thermoelectric product and method	Milton Bernard Hollander; William Earl McKinley; Michael A. Macchiarelli, Jr.; Shahin Baghai

AGREEMENT RELATING TO
CONFIDENTIAL INFORMATION AND COVENANT NOT TO COMPETE

In consideration of my employment or continuation of employment by OMEGA ENGINEERING, INC., a Delaware corporation, (hereinafter called "the Company"), I agree that:

1. I will not during the term of employment or thereafter disclose to other or publish any inventions or any confidential business information about the affairs of the Company, including but not limited to information concerning the Company's products, manufacturing processes and methods, engineering designs and standards, and other technical information, business systems, information relating to the Company's business practices, information concerning the Company's employees, management and policies, names or addresses of the Company's customers, names or addresses or any details of the Company's vendors or agreements the Company has with its vendors acquired by me in the course of my employment by the Company.

2. I will hold solely for the Company's benefit, will fully and promptly disclose to the Company and, without additional compensation, will and hereby do assign to the Company, all of my rights, title and interest in and to all those discoveries, patents, processes, inventions and improvements, whether or not they are then considered to be patentable, which have been made or shall be made, conceived or reduced to practice by me, either alone or with others, during the term of my employment by the Company, and which fall within the scope of the Company's business activities, investigations and research programs as heretofore or hereafter conducted or definitely contemplated and whether made within or outside my usual work hours and whether on or off the premises of the Company, which discoveries, patents, processes, inventions and improvements are herein called inventions.

3. I will, both during my employment by the Company and after termination thereof, assist the Company in every proper manner, and at the Company's expense and without cost to me, to obtain, maintain and enforce all patents included in said inventions; and, I further agree to complete and execute any and all documents necessary to fulfill my obligations under this paragraph. (I have listed on the reverse side of this sheet all inventions, whether or not patented, including patent and patent application numbers, which I completed prior to my employment by the Company and which are excluded from this Agreement.)

4. I recognize that all records, report notes, written communications, compilations or other recorded matter, and copies or reproductions thereof, and also all blueprints, schematic diagrams, technical reports, contracts with customers and vendors, rolodexes, catalogs, manuals, price lists, cost lists, employee files, all supplies of every kind and character and all other documents, and any copies thereof, relating to the Company's operations, activities or business made or received by me during any past or future employment with the Company are and shall be the property of the Company exclusively, and I will keep the same at all times in its custody and subject to its control, and upon the termination of my employment with the Company, I will deliver to the Company all such material and any copies thereof.

5. I understand that the Company will not require nor expect me to disclose to the Company, nor to use at or for the Company, any secret or confidential information that I obtained from any of my former employers which is not then publicly available, and I agree not to use at or for the Company any such secret or confidential information.

6. I understand that a major need of the Company is to preserve its specialized knowledge, trade secrets and confidential information and that the strengths and goodwill of the Company attained since its founding are due in large measure to the specialized knowledge, trade secrets and confidential information developed and generated from experience and the growth of the Company.

The disclosure of this information and knowledge to competitors would be beneficial to them and detrimental to Company, as would the disclosure of information about such items as the pricing practices, cost, profit margins the Company's employees' and customers' purchasing practices and credit histories.

I understand that my work makes it essential that I have access to and obtain information about the Company, its operations and its trade secrets, technical processes and methods of research and development. I also understand that my duties require continuous special training and that the Company has incurred and will incur expense in my training and that the Company has disclosed or will disclose to me knowledge concerning its trade secrets, technical processes, proprietary processes and procedures, research and development ideas and procedures, and business methods and procedures, including names of customers and vendors, personnel records, training and operational manuals and other matters which constitute the property of the Company and which enable the Company to compete successfully in its business.

For these reasons, I agree that in the event of the termination of my employment for any reason whatsoever, I will not for a period of two years thereafter directly or indirectly enter into or engage in any business competitive with the Company's business without the prior written permission of the Company. In particular, I expressly agree that during said period, I shall not, without the prior written permission of the Company, become employed by any of the companies named on a list entitled "Competitors of OMEGA ENGINEERING, INC.", which list is maintained by the Company. This list shall be made available for my review by the Company at any time during normal business hours. During my employment, the Company shall periodically review this list of companies, and I will be notified of any revisions thereof.

Additionally, for the two-year period after the termination of my employment, I will not solicit any of the Company's customers either for my own account or on behalf of any other person, firm or entity in any business competitive with the Company, whether I am a principal in the same or not. I will not conduct any activities prohibited by this paragraph in Connecticut, or in any state in the United States or in any foreign country in which the Company either sells its products or conducts any business.

7. I will not willfully interfere with the relations between the Company and any other of its employees, and I agree not to induce any other employee to leave the Company's employ.

8. I recognize that irreparable damage will result to the Company, its business and property in the event that I breach this Agreement and that my employment requires compliance with the terms of this Agreement. I further recognize the difficulty in ascertaining the actual amount of such damages, in the event of such breach. Therefore, the Company shall be entitled, in addition to any other remedies and damages available, to an injunction to prevent me, my partners, agents, servants, employers and employees I may have and all other persons acting for or with me from continuing in or benefiting from such breach.

9. I believe and represent that in the event of the termination of my employment for any cause whatsoever, my experiences and capabilities are such that I am not limited to employment in a business competitive with the Company's business and that the enforcement of a remedy by way of injunction will not prevent me from earning a livelihood.

10. I understand that should it become necessary for the Company to retain an attorney to enforce any provision of this Agreement, I shall be liable to the Company for all reasonable attorney's fees expended by the Company to enforce any provisions of this Agreement.

11. The parties expressly agree that this Agreement is severable. The invalidity or non-enforceability of any provisions hereof shall not affect the validity or enforceability of any other provisions hereof.

12. A waiver by the Company of any of its rights hereunder shall not be deemed to be a continuing waiver but shall only apply to the specific instance to which the waiver is directed.

13. I warrant that I have not previously assumed any obligations inconsistent with those of this Agreement.

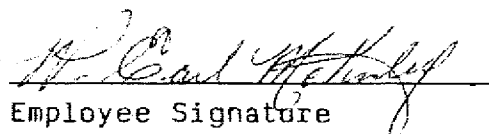
14. This Agreement shall be binding on my heirs, legal representatives and assigns and shall inure to the benefit of any successors and assigns of the Company.

15. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and shall not be changed orally.

16. This Agreement shall be construed according to the laws of the State of Connecticut.

17. I have read and reviewed this Agreement, and I have been given the opportunity by the Company to have an attorney of my choice examine this Agreement. I understand the provisions, covenants and promises of this Agreement, and I acknowledge that I enter into it voluntarily.

4-8-85
Date Signed by Employee:


Employee Signature

Date Signed by Company:

Authorized Representative
of Omega Engineering, Inc.

Title

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3. I will, both during my employment by the Company and after termination thereof, assist the Company in every proper manner, and at the Company's expense and without cost to me, to obtain, maintain and enforce all patents included in said inventions; and, I further agree to complete and execute any and all documents necessary to fulfill my obligations under this paragraph. (I have listed on the reverse side of this sheet all inventions, whether or not patented, including patent and patent application numbers, which I completed prior to my employment by the Company and which are excluded from this Agreement.)

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4-3-86
Date Signed by Employee:


Employee Signature

Date Signed by Company:

Authorized Representative
of Omega Engineering, Inc.

Title