

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
VPL Enterprises Ltd.	08/23/2011
RECEIVING PARTY DATA	
Name:	Fasco Die Cast Inc.
Street Address:	6400, Ordan Drive
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L5T2H6
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7165791
Patent Number:	6764115
Patent Number:	D452998
Patent Number:	6672632
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
Phone:	617-526-6448
Email:	huelinh.tran@wilmerhale.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Michael J. Bevilacqua, Esq.
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP
Address Line 2:	60 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	109.149.113
NAME OF SUBMITTER:	Michael J. Bevilacqua

OP \$160.00 7165791

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PATENT
REEL: 026936 FRAME: 0178

Total Attachments: 6

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made as of the 23rd day of August, 2011,

BETWEEN: **VPL ENTERPRISES LTD.**, a corporation duly constituted under the laws of the Province of Alberta, having its principal place of business at 20160-92A Langley Avenue, British Columbia, V1M 3A4, herein acting and represented by Bob Smart, duly authorized as he so declares,

(the “**Seller**”)

AND: **FASCO DIE CAST INC.**, a corporation duly constituted under the laws of Canada, having its principal place of business at 6400, Ordan Drive, Mississauga, Ontario, L5T 2H6, herein acting and represented by Harvey Blatt, duly authorized as he so declares,

(the “**Purchaser**”)

WHEREAS the Seller is, as of the date hereof, the owner of the Purchased Assets (as defined in the Purchase Agreement described below) and has agreed to sell the Purchased Assets (including the Intellectual Property) to the Purchaser pursuant to and in accordance with the terms of that certain asset purchase agreement made as of the 19th day of July, 2011, between the Seller and the Purchaser (the “**Purchase Agreement**”);

AND WHEREAS included in the Purchased Assets are the Patents (as defined below);

NOW THEREFORE THIS ASSIGNMENT OF PATENTS WITNESSES THAT for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties hereto), the parties hereto agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 **Defined Terms**

All capitalized terms used herein, but not otherwise defined herein, shall have the respective meaning ascribed thereto in the Purchase Agreement. The term “**Assignment of Patents**” shall mean this Assignment of Patents, the recitals hereto and any schedules or exhibits attached hereto and all of the terms, covenants and conditions set out herein, as the same may be amended, assigned and/or assumed, extended, renewed and/or replaced from time to time in accordance with the terms and conditions hereof.

ARTICLE 2
ASSIGNMENT OF PATENTS

2.1 **Assignment of Patents**

Effective as of the date hereof, the Seller hereby sells, assigns and transfers to the Purchaser all of the Seller's rights, title and interest in and to the patents listed in Schedule A attached hereto (collectively, the "**Patents**"), the same to be held and enjoyed by the Purchaser as fully and entirely as the same could have been held and enjoyed by the Seller and the right to take action and recover in respect of any infringement of the Patents that took place prior to the date hereof. The Patents are being sold to and purchased by the Purchaser, subject to, and in accordance with, the terms of the Purchase Agreement.

The Purchaser hereby accepts the sale, assignment, transfer and conveyance of the Patents effective as of the date hereof in accordance with the terms and conditions of the Purchase Agreement.

The Seller hereby authorizes the Purchaser to request the relevant patent offices to record the Purchaser as the assignee and owner of the Patents.

The Seller covenants and agrees without further payment to the Seller, that the Seller will: (i) communicate to the Purchaser, its successors, legal representatives and assigns, any facts known to the Seller respecting said Patents and said improvements thereof; (ii) testify in any legal proceeding with respect to said Patents; and (iii) sign all lawful papers, execute all continuing prosecution, divisional, continuing, re-examination and re-issue applications, make all rightful oaths, and generally do everything reasonably requested by the Purchaser to aid the Purchaser, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said Patents in all countries, provided that Purchaser shall be responsible for all reasonable out-of-pocket costs and expenses incurred by the Seller for the purpose of complying with any of the foregoing.

2.2 **Purchase Price**

The Purchase Price for the Purchased Assets including the Intellectual Property (i) is payable as provided in the Purchase Agreement, and (ii) shall be allocated as specified in the Purchase Agreement.

ARTICLE 3
MISCELLANEOUS

3.1 **Purchase Agreement**

The parties hereto agree that this Assignment of Patents shall not alter, modify or amend in any way any of the terms or provisions of the Purchase Agreement, including the terms and provisions relating to representations and warranties, covenants or indemnification. To the extent any conflict or inconsistency exists between any of the terms of this Assignment of Patents and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

3.2 Further Assurances

Each of the parties hereto shall, at all times after the date hereof and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, at the expense of the requesting party, all further acts documents and things as may be required or necessary for the purposes of giving effect to this Assignment of Patents, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested in order to more effectively transfer, convey and assign the Patents and to effectuate the transactions contemplated herein.

3.3 Successors and Assigns

This Assignment of Patents shall enure to the benefit of and shall be binding on and enforceable by and against the parties and, where the context so permits, their respective successors and permitted assigns.

3.4 Assignment

No party may assign any of its rights or benefits under this Assignment of Patents, or delegate any of its duties or obligations, except with the prior written consent of the other party. Notwithstanding the foregoing, the Purchaser may assign all of its rights, benefits, duties and obligations under this Assignment of Patents in whole or in part, without the consent of the Seller, to any Affiliate of the Purchaser, whereupon the assignee shall be liable for all of the obligations of the Purchaser under this Assignment of Patents; provided, however, that any such assignment shall not relieve the Purchaser from any of its obligations hereunder.

3.5 Governing Law and Submission to Jurisdiction

(a) This Assignment of Patents shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Assignment of Patents, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

3.6 Counterparts

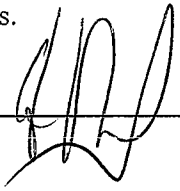
This Assignment of Patents and all documents contemplated by or delivered under or in connection with this Assignment of Patents may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Assignment of Patents on the date first above mentioned.

STATEMENT OF WITNESS

I, Jacob Rebel, whose full post office address is: 20160 92A LANGLEY BC, hereby declare, that I was personally present and did see the authorized representative for the Seller who is personally known to me duly sign and execute the Assignment of Patents.

Per: _____


VPL ENTERPRISES LTD.

Per: _____
Name: BOB SMART
Title: PRESIDENT

STATEMENT OF WITNESS

I, _____, whose full post office address is: _____ hereby declare, that I was personally present and did see the authorized representative for the Purchaser who is personally known to me duly sign and execute the Assignment of Patents.

Per: _____

FASCO DIE CAST INC.

Per: _____
Name : _____
Title : _____

IN WITNESS WHEREOF the parties have executed this Assignment of Patents on the date first above mentioned.

STATEMENT OF WITNESS

I, _____, whose full post office address is: _____ hereby declare, that I was personally present and did see the authorized representative for the Seller who is personally known to me duly sign and execute the Assignment of Patents.

Per: _____

VPL ENTERPRISES LTD.


Per: _____
Name : _____
Title : _____

STATEMENT OF WITNESS

I, _____, whose full post office address is: _____ hereby declare, that I was personally present and did see the authorized representative for the Purchaser who is personally known to me duly sign and execute the Assignment of Patents.

Per: _____

FASCO DIE CAST INC.

Per: _____

Name : Harvey Blatt
Title : President

Mtl#: 1884584

Signature page to Assignment of Patents

PATENT
REEL: 026936 FRAME: 0184

SCHEDULE A

PATENTS

PATENT NUMBER	PATENT OFFICE NUMBER	COUNTRY
CA2477933	2477933	Canada
CA2436459	2436459	Canada
CA2403070	2403070	Canada
US7165791B2	7,165,791	United States of America
US6764115B	6,764,115	United States of America
US D452998S	252,998	United States of America
US6672632B1	6,672,632	United States of America

Mtd#: 1884584

Schedule A - Patents