## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		/	ASSIGNMENT				
CONVEYING PARTY DATA							
		Nar	me	Execution Date			
Shift Seven, LLC							
RECEIVING PARTY DATA							
Name:	K&N Engineering	K&N Engineering, Inc.					
Street Address:	1455 Citrus Stre	et					
City:	Riverside	Riverside					
State/Country:							
Postal Code:	92507						
PROPERTY NUMBERS Total: 1							
Property Type			Number				
Application Number: 0969		69115	159				
Application Number: 09691159 69   CORRESPONDENCE DATA 80							
Fax Number:	(714)546-9035			0			
Phone:	714-641-5100			0.0			
Email:	C 47						
via US Mail.	oe sem to the e-m	all aud	ldress first; if that is unsuccessful, it will be se	<i>#11</i>	CH		
Correspondent Name							
Address Line 1:	611 Anton Blvd., Suite 1400						
Address Line 4:	Costa Mesa, CALIFORNIA 92626						
ATTORNEY DOCKET NUMBER:			101525-0002				
NAME OF SUBMITTER:			Hani Z. Sayed				
Total Attachments: 3 source=Assignment09691159#page1.tif source=Assignment09691159#page2.tif source=Assignment09691159#page3.tif							

Form <b>PTO-1595</b> (Rev. 01-09)						
OMB No. 0651-0027 (exp. 02/28/2009	)					

RECORDATION FOR	M COVER SHEET					
PATENTS ONLY						
To the Director of the U.S. Patent and Trademark Office: Please	record the attached documents or the new address(es) below.					
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)					
Shift Seven, LLC.	Name: K&N Engineering, Inc.					
	Internal Address:					
Additional name(s) of conveying party(ies) attached?	Street Address:					
3. Nature of conveyance/Execution Date(s):						
Execution Date(s): December 2, 2011	1455 Citrus Street					
X Assignment Merger Change of Name						
Security Agreement Joint Research Agreement	City: Riverside					
Government Interest Assignment	State: CA					
Executive Order 9424, Confirmatory License	Country: US Zip: 92507					
Other	Additional name(s) & address(es) Yes X No					
09/691,159						
Additional numbers attached?	Yes X No					
<ol><li>Name and address to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved:					
Name: Hani Z. Sayed RUTAN & TUCKER LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00					
Internal Address: Atty. Dkt.: 101525-0002						
Street Address: 611 Anton Boulevard, Suite 1400	X Authorized to be charged to deposit account					
	None required (government interest not affecting title)					
City: Costa Mesa	8. Payment Information					
State: CA Zip: 92626						
Phone Number: (714) 641-5100						
Fax Number: (714) 546-9935	Deposit Account Number 50-2191					
Email Address: fsanders@rutan.com	Authorized User Name Hani Z. Sayed					
9. Signature:						
- hall	2011-12-2					
Signature						
Hani Z. Sayed - 52,544	- ( to a short for a short short so a short so s					
Name of Person Signing	sheet, attachments, and documents: 3					

#### ASSIGNMENT

WHEREAS, the undersigned, Shift Seven, LLC. a corporation, having its principal place of business at 1455 Citrus Street, Riverside, CA, 92507, USA (referred to hereinafter as "ASSIGNOR") is the Assignee for certain invention entitled "Intake Tract Negative Pressure Relief Valve For I.C. Engine" for which a patent application for Letters of Patent of the United States of America was filed on October 19, 2000, under serial number 09/691,159, which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS K&N Engineering, Inc. a corporation having its principal place of business at 1455 Citrus Street, Riverside, CA, 92507, USA, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment; and

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

2424/101525-0024D 2691320,1 a12/02/11

### PATENT REEL: 027314 FRAME: 0861

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative

WITNESS my hand at Riverside	·	CA	, this 2 day of Dec 2011,
City		State	Month

Steve Rogers Shift Seven, LLC.

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#### **RECORDED: 12/02/2011**

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### PATENT REEL: 027314 FRAME: 0862