

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Opcon Manufacturing Systems, Inc.	09/18/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Opcon International Holdings, L.P.
Street Address:	106 South Main Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15215
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13314543
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(412)209-1845
Phone:	412-297-4900
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<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:	Cohen & Grigsby, P.C.
Address Line 1:	625 Liberty Avenue
Address Line 2:	5th Floor
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-3152
ATTORNEY DOCKET NUMBER:	20063.0004 ASSN
NAME OF SUBMITTER:	Alicia M. Passerin
Total Attachments: 5 source=11-236-DIV-Assignment2#page1.tif source=11-236-DIV-Assignment2#page2.tif source=11-236-DIV-Assignment2#page3.tif source=11-236-DIV-Assignment2#page4.tif source=11-236-DIV-Assignment2#page5.tif	

**CH \$40.00 13314543**

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is effective as of September 1, 2011 (the "Effective Date") between OPCON MANUFACTURING SYSTEMS, INC., a California corporation ("Assignor"), and OPCON INTERNATIONAL HOLDINGS, L.P., a Pennsylvania limited partnership ("Assignee"). Assignor and Assignee are sometimes collectively referred to herein as the "Parties" and each individually a "Party."

WHEREAS, Assignor owns the patents and patent applications listed in Annex A attached hereto and all inventions disclosed therein (the "Patent Rights");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 18, 2011; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume all of the Assignor's right, title and interest in and to the Patent Rights.

NOW THEREFORE, good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Patent Rights and all other legal protection based thereon or obtainable therefore throughout the world, together with all rights of priority, in and to the Patent Rights as described and/or claimed in any and all applications for patents, including divisionals, continuations, renewals, substitutes and reissues thereof, and all rights of priority resulting from any of these patent applications, as well as all foreign counterparts and extensions thereof, together with all patents issuing on any of these applications to be held and enjoyed by Assignee, for its own use and benefit, and for the benefit of its successors and assigns, to the full end of the terms of all of the patents which may be granted on the Patent Rights in this or any other country, as fully and entirely as the same would have been held by Assignee had this Assignment not been made, including without limitation the right to sue and collect for past infringement.
2. Assignor hereby divests itself of any and all rights it had in and to the Patent Rights and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Patent Rights to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims, actions and obligations which may derive therefrom or relate thereto including, without limitation, claims for infringement or violation of the Patent Rights that relate to actions that occurred prior to the Effective Date. Assignor hereby assigns to Assignee all its rights and obligations resulting from transactions between the Assignor and a third party in connection with the Patent Rights.
3. Assignee shall henceforth have the right to consider itself the sole owner of the Patent Rights and to use or make any other disposal of the Patent Rights as it shall deem fit, without any further claim on the part of the Assignor in any event or at any time.
4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the Patent Rights to Assignor. Assignor agrees to cooperate fully with Assignee, upon Assignee's request and at Assignee's cost but without further consideration, in registering, recording or otherwise perfecting this assignment and procuring and enforcing the rights transferred hereby including assisting with prosecution, providing or executing additional documentation, delivering any testimony in legal proceedings, making all rightful oaths and assisting with all lawful acts

that may be required or assistance that may be reasonably required or desired upon request by Assignee. Assignee shall bear all costs related to the assignment of the Patent Rights.

5. As of the Effective Date, Assignee shall be solely responsible for maintaining and defending the Patent Rights.

6. This Assignment constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Assignment and supersedes all previous communications, whether oral or written, between the Parties, and there are no further or other agreements or understanding, written or oral, in effect between the Parties, with respect to the subject matter of this Assignment.

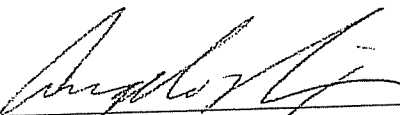
7. This Assignment and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the law of the Commonwealth of Pennsylvania, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Assignment shall be made in writing to be legally effective.

8. If any one or more provisions of this Assignment is or becomes invalid, the Parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the Parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Assignment shall not affect the validity of this Assignment as a whole, unless the invalid provisions are of such material importance to the Assignment that it is reasonable to assume that the Parties would not have executed this Assignment without them.

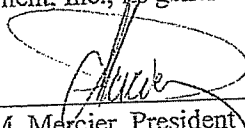
9. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS whereof the Parties hereto have caused this Assignment to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

ASSIGNOR:  
OPCON MANUFACTURING SYSTEMS, INC.

By:   
Angelo Nixon, President

ASSIGNEE:  
OPCON INTERNATIONAL HOLDINGS, L.P.  
By OIH Management, Inc., its general partner

By:   
Patrick M. Mercier, President

## PATENT RIGHTS

Title	Filing Date	Serial No./ Patent No.	Publication Date	Issue Date	Status
UNDERGROUND DOOR OPERATING APPARATUS AND METHOD	9/18/1997	6,176,044	N/A	1/23/2001	Patented
SEALING ARRANGEMENT FOR DOOR OPERATING APPARATUS RETROFIT KIT	4/21/2008	12/107,017	10/23/2008	N/A	Pending; Final Rejection mailed 6/10/2011, Response due 9/10/2011 with extensions available until 12/10/2011
ADJUSTABLE SPINDLE ARRANGEMENT FOR DOOR OPERATING APPARATUS RETROFIT KIT	4/21/2008	12/107,018	10/23/2008	N/A	Pending; Final Rejection mailed 6/6/2011, Response due 9/6/2011 with extensions available until 12/6/2011
AUTOMATIC SLIDING AND FOLDING DOOR OPERATING APPARATUS AND METHOD TO CONVERT TYPICALLY OVERHEAD MOUNTED OPERATING APPARTUS TO UNDERGROUND OR UNDERFLOOR USE	7/12/2011	Unknown <i>61/507,064</i>	N/A	N/A	Pending; Formal US and/or foreign filing due 7/12/2012

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SEALING ARRANGEMENT FOR DOOR OPERATING APPARATUS RETROFIT KIT	9/9/11 (claims priority to 4/21/08)	13/228,762	Not published yet	N/A	Pending; Continuation of US Appn. 12/107,017

SEALING ARRANGEMENT FOR DOOR OPERATING APPARATUS RETROFIT KIT	8/23/11 (claims priority to 4/21/08)	13/216,071	Not published yet	N/A	Pending; Related to US Appn. 12/107,017
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