501845903 03/08/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mayville Products Corporation	02/29/2012

RECEIVING PARTY DATA

Name:	Engineered Mechanical Innovations LLC	
Street Address:	P.O. Box 187	
City:	Mayville	
State/Country:	WISCONSIN	
Postal Code:	53050	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D392300
Patent Number:	5966176

CORRESPONDENCE DATA

Fax Number: (414)276-6581 Phone: (414) 276-5000

Email: Pete.Faust@wilaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Peter J. Faust

Address Line 1: 111 East Wisconsin Avenue

Address Line 2: Suite 1400

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Peter J. Faust

Total Attachments: 3

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PATENT REEL: 027826 FRAME: 0258 OF \$80.00 D392300

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS is made effective as of February 29, 2012 by and between MAYVILLE PRODUCTS CORPORATION, a Wisconsin corporation ("Assignor"), and ENGINEERED MECHANICAL INNOVATIONS LLC, an Wisconsin limited liability company ("Assignee"), and.

WHEREAS, Assignor has adopted and used, or licensed to affiliates and/or third parties for use, in its business the patents identified in and listed on <u>Schedule A</u> attached hereto and made a part hereof (the "Intellectual Property"); and

WHEREAS, in connection with a certain Asset Purchase Agreement dated the date hereof ("Purchase Agreement"), the Assignor is assigning the Intellectual Property to Assignee (whether same are registered or not), among other intellectual property rights, in exchange for other consideration more specifically set forth in the Purchase Agreement,

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

- 1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Intellectual Property, together with the good will symbolized by and associated with the business in connection with which the Intellectual Property are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Intellectual Property. Assignor agrees to promptly deliver to Assignee copies of its and its trademark attorneys' files (except to the extent such files include privileged information, which may be retained by Assignee and/or its trademark attorneys) relating to applications for registration of any of the Intellectual Property with applicable government agencies.
- 2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Intellectual Property hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

[Signature appears on following page]

PATENT REEL: 027826 FRAME: 0259 IN WITNESS WHEREOF, Assignor has caused this Assignment of Patents to be executed by its duly authorized officer on the date first above written.

MAYVILLE PRODUCTS CORPORATION

a Wisconsin corporation

Name: Daniel Eder

Title: President

STATE OF __WISCONTY)

COUNTY OF __Mlwarker)

SS:

On this 29^{th} day of February , 2012, personally came before me **Daniel Eder**, and this person acknowledged under oath, to my satisfaction, that:

- (a) This person signed, sealed and delivered the foregoing instrument as the President of MAYVILLE PRODUCTS CORPORATION; and
- (b) This document was signed and delivered by MAYVILLE PRODUCTS CORPORATION as its voluntary act and deed by virtue of authority from its directors.

Jargadul Zimpeine Notary Public

> PATENT REEL: 027826 FRAME: 0260

SCHEDULE A TO ASSIGNMENT OF PATENTS

PATENTS

<u>Patent</u>	Patent Number	Issue Date	Country
Camera Housing	D392,300	March 17, 1998	United States
Camera Housing	5,966,176	October 12, 1999	United States

PATENT REEL: 027826 FRAME: 0261

RECORDED: 03/08/2012