

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Frank Joseph Sonzala</td> <td>05/15/2012</td> </tr> <tr> <td>Mark Kevin Hennig</td> <td>05/15/2012</td> </tr> </tbody> </table>		Name	Execution Date	Frank Joseph Sonzala	05/15/2012	Mark Kevin Hennig	05/15/2012				
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<table border="1"> <tr> <td>Name:</td> <td>Equalaire Systems, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1414 Valero Way</td> </tr> <tr> <td>City:</td> <td>Corpus Christi</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>78409</td> </tr> </table>		Name:	Equalaire Systems, Inc.	Street Address:	1414 Valero Way	City:	Corpus Christi	State/Country:	TEXAS	Postal Code:	78409
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CORRESPONDENCE DATA											
<p>Fax Number: (210)226-8395 Phone: 210-554-5500 Email: ipdocket@coxsmith.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Derrick A. Pizarro Address Line 1: 112 E. Pecan Street, Suite 1800 Address Line 4: San Antonio, TEXAS 78205</p>											
ATTORNEY DOCKET NUMBER:	30610.114										
NAME OF SUBMITTER:	Derrick A. Pizarro										
<p>Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif</p>											

OP \$40.00 13435924

ASSIGNMENT

WHEREAS, we, **FRANK JOSEPH SONZALA** a citizen of the United States of America residing at 314 Sousa, San Antonio, Texas 78258; and **MARK KEVIN HENNIG**, a citizen of the United States of America residing at 13942 Cabana North, Corpus Christi, Texas 78418; (collectively hereafter referred to as the "ASSIGNORS"), have invented certain new and useful discoveries and improvements in the inventions ("Inventions") disclosed in U.S. Patent Application Serial No. 13/435,924 entitled WHEEL END ASSEMBLY HIGH-TEMPERATURE WARNING SYSTEM, filed on March 30, 2012, and naming Frank Joseph Sonzala and Mark Kevin Hennig as inventors, (the "Applications"); and

WHEREAS, **EQUALAIRE SYSTEMS, INC.** ("ASSIGNEE"), a corporation existing under the laws of the State of Texas and having its principal place of business in 1414 Valero Way, Corpus Christi, Texas 78409, is entitled, pursuant to a separate agreement by and among the parties, to a complete and absolute assignment of the entire right, title and interest in, to and under the said Inventions, said Applications, and all right of action on account of past, present and/or future infringement based on or otherwise related to the Applications and/or unauthorized use of the Inventions, discoveries and improvements (including without limitation action for damages, legal, equitable and other relief) (the "Rights of Action");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred, and set over, and by these presents do hereby sell, assign, transfer, and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Rights of Action, the Inventions, and the Applications, and all non-provisional applications claiming priority thereto, and all divisionals, renewals, continuations, and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon and all reissues, reexaminations, and extensions thereof, and rights of priority based thereon, and all applications for Letters Patent and equivalents thereof which have been or may

hereafter be filed for said Inventions in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said Inventions to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR, for such ASSIGNOR but not for any other ASSIGNOR, HEREBY covenants that such ASSIGNOR has full right to convey the interest herein assigned, and that such ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith, and that such ASSIGNOR will not challenge or dispute the ownership, validity or enforceability of the Applications or any other Letters Patent that may issue for the Inventions, or the Rights of Action, either directly or indirectly, nor allow any person or entity under such ASSIGNOR'S control to do so.

Each ASSIGNOR, for such ASSIGNOR but not for any other ASSIGNOR, HEREBY covenants that such ASSIGNOR will, and will cause persons under his control to, communicate to such ASSIGNEE, his successors, legal representatives and assigns, any facts known to such ASSIGNOR respecting the Inventions and said Applications, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce and protect the Rights of Action, the Applications and the Inventions in all countries, provided only that ASSIGNEE shall pay, or reimburse ASSIGNORS for, all reasonable out of pocket expenses incurred by ASSIGNORS incident to the performance of their obligations under this paragraph.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15th
day of May, 2012.

Frank Joseph Sonzala
FRANK JOSEPH SONZALA

STATE OF TEXAS §
 §
COUNTY OF _____ §

On this 15th day of May, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared FRANK JOSEPH SONZALA, known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Michelle H. Mendoza
Notary Public, State of Texas
My Commission Expires: 06/17/16

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15th
day of May, 2012.

Mark K Hennig
MARK KEVIN HENNIG

STATE OF TEXAS §
 §
COUNTY OF Brewer §

On this 15th day of May, 2012, before me, a Notary
Public in and for the State and County aforesaid, personally appeared MARK KEVIN HENNIG,
known to me to be the person of that name, who signed and sealed the foregoing instrument, and
he acknowledged the same to be his free act and deed.

Michelle H. Mendoza
Notary Public, State of Texas
My Commission Expires: 06/17/16

