

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EMAN8 PTY LTD	06/27/2012
RECEIVING PARTY DATA	
Name:	Zephyros, Inc.
Street Address:	160 Mclean Drive
City:	Romeo
State/Country:	MICHIGAN
Postal Code:	48065
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	10333385
Application Number:	11786463
Application Number:	12169495
Application Number:	11210462
Application Number:	12084354
Application Number:	12994103
Application Number:	13124644
Application Number:	13132886
Application Number:	13124645
CORRESPONDENCE DATA	
Fax Number:	2482922910
Phone:	248-292-2920
Email:	wmorgan@patentco.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:	Kristen L. Pursley

CH \$360.00 10333385

Address Line 1: 29 W. Lawrence Street, Suite 210
Address Line 4: Pontiac, MICHIGAN 48342

ATTORNEY DOCKET NUMBER:

1001

NAME OF SUBMITTER:

Kristen L. Pursley

Total Attachments: 20

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I.N.C CORPORATION PTY LTD

AND

EMANS PTY LTD

AND

ZEPHYROS, INC.

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

DAVIES COLLISON CAVE LAW
1 Nicholson Street
MELBOURNE VIC 3000
AUSTRALIA
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Ref: RMD/TDC:2012138
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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS DEED is made on 29 June 2012

BETWEEN: L.N.C CORPORATION PTY LTD (ACN 005 302 250) of 63-79 South Park Drive, Dandenong South, Victoria 3175, Australia
(INC)

AND: EMAN8 PTY LTD (ACN 009 134 169) of 63-79 South Park Drive, Dandenong South, Victoria 3175, Australia
(Eman8)

AND: ZEPHYROS, INC., a company incorporated in the State of Michigan, of 160 McLean Drive, Romeo, Michigan 48065, United States of America (Zephyros)

RECITALS:

- A. On 13 June 2012, the parties entered into a Sale Agreement pursuant to which INC and Eman8 agreed to assign all their respective right, title and interest in and to the Assigned Rights.
- B. INC and Eman8 have agreed to assign all their respective right, title and interest in and to the Assigned Rights to Zephyros on the terms and conditions set out in this Deed.

IT IS AGREED:

I. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Applications means each patent application listed in Schedule 1.

Assigned Rights means the Business Names, Patents, Trade Marks and Copyright.

Business Names means the business name registrations listed in Schedule 4;

Ceased Patents means those patents listed in Schedule 1 which were registered but have since ceased.

Copyright means any and all copyright subsisting throughout the world in the work described in Schedule 3;

Corresponding Application means an application for a patent made in respect of an invention described in an Application and includes an application for a patent which claims the same priority date as an Application or is a refiling of an Application, a divisional application, a continuation or a continuation in part or an application made under the Patent Cooperation Treaty, including any national or regional phase entry resulting from an Application.

Invention means the invention(s) described in a Patent or Application.

Other Rights means any of the following rights Eman8 may have in relation to the Inventions, to the extent any such rights are assignable at law:

- (a) rights under section 24 of the *Patents Act* 1990 or any corresponding provision under any other legislation in Australia and any country providing for a grace period; and
- (b) rights under section 114 of the *Patents Act* 1990 and any corresponding provision under any other legislation in Australia or any other country providing for prior use rights.

Patent means each patent set out in Schedule 1 and each patent issuing on an Application or a Corresponding Application.

Trade Marks means the trade marks and trade mark applications set out in Schedule 2 of which Eman8 is the owner or applicant under the *Trade Marks Act 1995* (Cth) and equivalent Acts in other jurisdictions.

1.2 Interpretation

In this Agreement, unless the context indicates to the contrary:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and conversely;

- (c) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document;
- (f) the expression *person* includes a natural person, an institution, a body corporate, an agency or other body;
- (g) references to any *party* to this Agreement will include the party's legal successor (including executors and administrators) and permitted assigns;
- (h) references to any document or agreement will be taken to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (i) all Schedules of, and Annexures to, this Agreement form part of this Agreement.

2. EFFECT OF THIS DEED

The parties acknowledge that the clauses in this Deed will take effect in the sequential order in which they appear.

3. ASSIGNMENT

3.1 Eman8, as the legal and beneficial owner, assigns to Zephyros absolutely, all its right, title and interest whatsoever and wherever subsisting in the world in and to:

- (a) each Application, including the right to be named as applicant in the Application;
- (b) all Corresponding Applications;
- (c) each Invention, including the right to apply for patent protection in respect of each Invention in its own name;
- (d) the right to claim priority from each Application;

- (e) the Patents;
- (f) the Other Rights;
- (g) the Trade Marks, including any and all benefit which may be obtained from registration of any Trade Marks in any part of the world; and
- (h) the right to sue for infringement of any Trade Mark, Patent, Ceased Patent or patent issuing on an Application or Corresponding Application, or any rights assigned and any other accrued causes of action occurring prior to the date of this Deed,

with the intention that all Patents, extensions, reissues and re-examinations of, and patents of addition to, the Patents shall issue in the name of the Assignee absolutely.

3.2 INC, as the legal and beneficial owner, assigns to Zephyros absolutely, all its right, title and interest whatsoever and wherever subsisting in the world in and to:

- (a) the Business Names; and
- (b) the Copyright, including the right to sue for infringement of the Copyright and any other accrued causes of action occurring prior to the date of this Deed.

4. FURTHER ASSURANCES

INC and Eman8 undertake, at Zephyros' expense and upon request by Zephyros, to do all acts and execute all documents necessary or desirable for further assuring the title of Zephyros to the benefit of any of the rights assigned pursuant to this Deed.

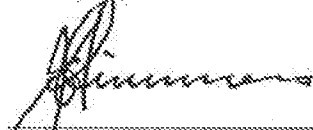
5. GENERAL

- (a) No variation of this Assignment will be of any force or effect unless it is in writing and signed by the parties to this document.
- (b) This Assignment is governed by the law of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.
- (c) Each party will bear its own costs of and incidental to the preparation of this Assignment and the matters referred to in the Recitals.

- (d) This Assignment will be binding on, and enure for the benefit on each of the parties and their respective successors in title and permitted assigns.
- (e) This Assignment may be executed in any number of counterparts including facsimile and electronic counterparts. All counterparts together will be taken to constitute one instrument.

EXECUTED AS A DEED

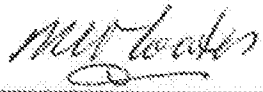
SIGNED for and on behalf of L.N.C)
 CORPORATION PTY LTD (ACN 005 302 250) in)
 accordance with section 127 of the Corporations Act)
 2001 (Cth);)



 Signature of director (Date) 27Jun12

JOHN SIMMONS

 Print name

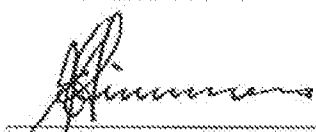


 Signature of director/secretary (Date)

MICHAEL COATES

 Print name

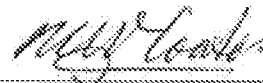
SIGNED for and on behalf of EMANS PTY LTD)
 (ACN 009 134 169) in accordance with section 127)
 of the Corporations Act 2001 (Cth);)



 Signature of director (Date) 27Jun12

JOHN SIMMONS

 Print name




 Signature of director/secretary (Date)

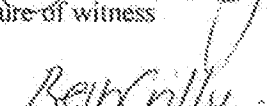
MICHAEL COATES

 Print name

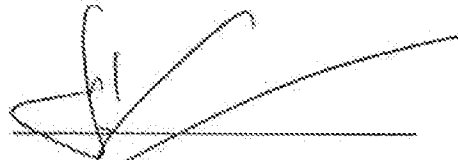
SIGNED by DONALD CLARKE AS ATTORNEY)
FOR ZEPHYROS INC, under power of attorney)
dated 7 June 2012 in the presence of:)



Signature of witness



Name of witness (print)



DONALD CLARKE ←

SCHEDULE I

Patents, Applications and Ceased Patents

Invention Title	Country	Application/ Patent No.	Prov No.-+	Filing Date	Priority Date
FAMILY 1: The pinnable acoustic panel					
A pinnable acoustic panel	Australia	48754/00 / 782550	PQ1748/99	21-Jul-2000	21-Jul-1999
FAMILY 2: The Thermo-formable Acoustic Sheet (TAS)					
A thermoformable acoustic sheet	Patent Co-operation Treaty	PCT/AU01/00880	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Australia	2001272222	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Australia	2003100331 / 2003100331	PQ8830/00	7-May-2003	19-Jul-2000
A thermoformable acoustic sheet and thermoformed acoustic article	Australia	2006101033 / 2006101033	PQ8830/00	8-Dec-2006	19-Jul-2000
A thermoformed acoustic article	Australia	2006101034 / 2006101034	PQ8830/00	8-Dec-2006	19-Jul-2000
A motor vehicle including a thermoformed acoustic article	Australia	2006101035 / 2006101035	PQ8830/00	8-Dec-2006	19-Jul-2000
Thermoformed acoustic articles	Australia	2006101037 / 2006101037	PQ8830/00	8-Dec-2006	19-Jul-2000
A thermoformable acoustic sheet and thermoformed acoustic article	Australia	2006101040 / 2006101040	PQ8830/00	8-Dec-2006	19-Jul-2000

Invention Title	Country	Application/ Patent No	Prov No.-+	Filing Date	Priority Date
A thermoformable acoustic sheet	Australia	2006101041 / 2006101041	PQ8830/00	8-Dec-2006	19-Jul-2000
A thermoformable acoustic sheet	Australia	2007100274 / 2007100274	PQ8830/00	5-Apr-2007	19-Jul-2000
A thermoformable acoustic sheet	Australia	2007202503	PQ8830/00	31-May-2007	19-Jul-2000
A thermoformable acoustic sheet	Australia	2010233029	PQ8830/00	13-Oct-2010	19-Jul-2000
A thermoformable acoustic sheet	Europe	01951239.1	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Republic of Korea (South)	10-2003-7000833 / 0897319	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	Republic of Korea (South)	10-2008-7030574 / 0938190	PQ8830/00	15-Dec-2008	19-Jul-2000
A thermoformable acoustic sheet	United States of America	10/333,385 / 7,226,656	PQ8830/00	31-Oct-2006	19-Jul-2000
A thermoformable acoustic sheet	Japan	2002-514711	PQ8830/00	19-Jul-2001	19-Jul-2000
A thermoformable acoustic sheet	United States of America	11/786,463	PQ8830/00	10-Apr-2007	19-Jul-2000
A thermoformable acoustic sheet	United States of America	12/169,495	PQ8830/00	8-July-2008	19-Jul-2000

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Invention Title	Country	Application/ Patent No	Prov No.->	Filing Date	Priority Date
FAMILY 3: The thermoformable acoustic product					
Thermoformable acoustic product	Patent Co-operation Treaty	PCT/AU2005/000239	2004900927	25-Feb-2005	25-Feb-2004
Thermoformable acoustic product	Australia	2005203796	2004900927	24-Aug-2005	25-Feb-2004
Thermoformable acoustic product	Europe	05706276.2	2004900927	25-Feb-2005	25-Feb-2004
Thermoformable acoustic product	Japan	2007-500003	2004900927	25-Feb-2005	25-Feb-2004
Thermoformable acoustic product	Republic of Korea (South)	10-2006-7019539	2004900927	25-Feb-2005	25-Feb-2004
Thermoformable acoustic product	United States of America	11/210,462	2004900927	31-Oct-2006	25-Feb-2004
FAMILY 4: The tyre sound absorber					
In tyre sound absorber	Patent Co-operation Treaty	PCT/AU2006/001620	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Australia	2006308784	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Canada	2627723	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Europe	06804448.6	2005906023	31-Oct-2006	31-Oct-2005
In tyre sound absorber	Japan	2008-538226	2005906023	31-Oct-2006	31-Oct-2005

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Invention Title	Country	Application/ Patent No	Prov No.-->	Filing Date	Priority Date
In tyre sound absorber	United States of America	12/084354		31-Oct-2006	31-Oct-2005
In tyre sound absorber	Republic of Korea (South)	10-2008-7013327	2005906023	31-Oct-2006	31-Oct-2005
FAMILY 5: The faced injection molded component					
Faced injection moulded component	Australia	2006101043 / 2006101043		12-Dec-2006	12-Dec-2006
FAMILY 6: The film-faced sound absorber					
Sound absorption material and method of manufacturing sound absorption material	PCT	PCT/AU2008/001812	61/055741	9-Dec-2008	23-May-2008
Sound absorption material and method of manufacturing sound absorption material	United States of America	12/994,103	61/055741	22-Feb-2011	23-May-2008
Sound absorption material and method of manufacturing sound absorption material	Europe	08874335.6	61/055741	9-Dec-2008	23-May-2008
Sound absorption material and method of manufacturing sound absorption material	Japan	2011-509814	61/055741	21-Jul-2011	23-May-2008

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Invention Title	Country	Application/ Patent No	Prov No.-->	Filing Date	Priority Date
Sound absorption material and method of manufacturing sound absorption material	Republic of Korea	10-2010-7028868	61/055741	15-Apr-2011	23-May-2008
Sound absorption material and method of manufacturing sound absorption material	Australia	2008356694	61/055741	18-Nov-2010	23-May-2008
FAMILY 7: The pressure sensitive adhesive					
Tape material and roll comprising pressure sensitive adhesive	PCT	PCT/AU2009/001365	61/106113 / 61/106488	16-Oct-2009	16-Oct-2008
Tape material and roll comprising pressure sensitive adhesive	United States of America	13/124,644	61/106113	22-Nov-2011	16-Oct-2008
Tape material and roll comprising pressure sensitive adhesive	Europe	09820114.8	61/106113	16-Oct-2009	16-Oct-2008
Tape material and roll comprising pressure sensitive adhesive	Japan	2011-531302	61/106113	15-Apr-2011	16-Oct-2008
Tape material and roll comprising pressure sensitive adhesive	Australia	2009304593	61/106113	14-Apr-2011	16-Oct-2008
FAMILY 8: Composite sound absorber					
Composite sound absorber	PCT	PCT/AU2009/001363	61/106113 / 61/106488	16-Oct-2009	16-Oct-2008

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Invention Title	Country	Application/ Patent No	Prov No.->	Filing Date	Priority Date
Composite sound absorber	United States of America	13/124,645	61/106488	22-Nov-2011	17-Oct-2008
Composite sound absorber	Europe	0982012.2	61/106488	16-Oct-2009	16-Oct-2008
Composite sound absorber	Japan	2011-531302	61/106488	15-Apr-2011	16-Oct-2008
Composite sound absorber	Australia	2009304591	61/106488	14-Apr-2011	16-Oct-2008
FAMILY 9: The recycling					
Nonwoven textile made from short fibers	PCT	PCT/AU2009/001584	61/119945	04-Dec-2009	4-Dec-2008
Nonwoven textile made from short fibres	United States of America	13/124,644	61/119945	22-Nov-2011	4-Dec-2008
Nonwoven textile made from short fibres	Europe	09829894.6	61/119945	22-Jun-2011	4-Dec-2008
Nonwoven textile made from short fibres	Japan	2011-538800	61/119945	3-Jun-2011	4-Dec-2008
Nonwoven textile made from short fibres	Republic of Korea	10-2011-7015473	61/119945	4-Jul-2011	4-Dec-2008
Nonwoven textile made from short fibres	China	200980156115.7	61/119945	3-Aug-2011	4-Dec-2008

Invention Title	Country	Application/ Patent No	Prov No.->	Filing Date	Priority Date
Nonwoven textile made from short fibres	Australia	2008322091	61/119945	3-Jun-2011	4-Dec-2008
FAMILY 10: The recycle spreader					
Fiber Distribution Apparatus	United States of America	61/359,764		29-Jun-2010	29-Jun-2010

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SCHEDULE 2

Trade Marks

Trade Mark	Country	Application/ Registration No	Filing Date	Priority Date	Class
DECIBAR	Australia	361205 / 361205	05-Jun-1981		Class 17
DECI-BAR	Australia	630742 / 630742	27-May-1994		Class 17
DECI-BAR	Australia	630743 / 670743	27-May-1994		Class 19
DECI-FLEX	Australia	630745 / 630745	27-May-1994		Class 17
DECI-FLEX	Australia	630747 / 630747	27-May-1994		Class 19
DECI-DAMP	Australia	630751 / 630751	27-May-1994		Class 17
DECI-DAMP	Australia	630752 / 630752	27-May-1994		Class 19
DECI-FOAM	Australia	630755 / 630755	27-May-1994		Class 17
DECI-FOAM	Australia	630756 / 630756	27-May-1994		Class 19
DECI-TEX	Australia	630757 / 630757	27-May-1994		Class 17
DECI-TEX	Australia	630758 / 630758	27-May-1994		Class 19
AEROTEX	Australia	638397 / 638397	22-Aug-1994		Class 24
DECI	Australia	659640 / 659640	26-Apr-1995		Class 17

RADICAL	Australia	808417 / 808417	27-Sep-1999		Class 1
RADICAL	Australia	944371 / 944371	19-Feb-2003		Class 17
DECI-TEX	Canada	1309476 / 711785	18-Jul-2006		Class 17
RADICAL	European Community	001458660 / 001458660	06-Jan-2000	27-Sep-1999	Class 1
DECIBAR	Hong Kong	8015/95 / 08567/1998	29-Jun-1995		Class 17
RADICAL	Hong Kong	484/2000 / 87307/2001	11-Jan-2000	27-Sep-1999	Class 1
DECI-TEX	Japan	2006-358456 (designation of Madrid Union registration)	18-Jul-2006		Class 17
DECI-TEX	Madrid Union	898168 / 898168	18-Jul-2006		Class 17
RADICAL	Malaysia	2000/00439 / 00000439	18-Jan-2000	27-Sep-1999	Class 1
DECIBAR DECI-	Malaysia	95/05930 / 95005930	21-Jun-1995		Class 17
DECI	New Zealand	249475 / 249475	25-May-1995		Class 17
DECIBAR	Taiwan	84/34474 / 700659	11-Jul-1995		Class 17
RADICAL	Thailand	412613 / KOR128098	28-Feb-2000	27-Sep-1999	Class 1
DECIBAR	United Kingdom	2024405 / 2024405	20-Jun-1995	05-Jun-1981	Class 17
RADICAL	United States of America	75/906684 / 2519359	31-Jan-2000	27-Sep-1999	Class 1
DECI-TEX	United States of America	79/028768 / 3252076	18-Jul-2006		Class 17

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DECI-TEX	China	0898168 (designation of Madrid Union registration)	18-Jul-2006	Class 17
DECI-TEX	European Community	0898168 (designation of Madrid Union registration)	18-Jul-2006	Class 17

2017/06/27 - Dated of Assignment - 0898168 (trad).doc

SCHEDULE 3

Copyright Works

Title	Description	Function
Sound Absorption Modelling Software	Computation program developed in Visual Basic for use as a macro in Microsoft Excel	Computation of air flow resistance / sound absorption coefficient based on formulas



SCHEDULE 4

Business Names

Name	State	Registrant	Number	Status
INC ENGINEERED MATERIALS	Victoria	INC Corp	B15889Z5H	Registered

10/333,385

11/786,463

12/169,495

11/210,462

12/084,354

12/994,103

13/124,644

13/132,886

13/124,645

61/055,741

61/106,113

61/106,488

61/119,945

61/106,113

61/106,488