

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Richard D. Cox	08/30/2012
RECEIVING PARTY DATA	
Name:	R&D Enterprises, Inc.
Street Address:	46900 Port St.
Internal Address:	P.O. Box 701253
City:	Plymouth
State/Country:	MICHIGAN
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PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6899169
Patent Number:	7293603
Application Number:	12218632
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	11584-12 PL
NAME OF SUBMITTER:	Patrick Lau

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Total Attachments: 4

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of this 30th day of August, 2012 ("Effective Date"), by and between R&D Enterprises, Inc., a Michigan corporation ("Assignee"), and Richard D. Cox ("Assignor").

WHEREAS, Assignor, Thermal Solutions Manufacturing, Inc., a Delaware corporation, and certain other parties signatory thereto are party to that certain Stock Purchase Agreement, dated as of the Effective Date ("Agreement");

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedule A (the "Patents"); and

WHEREAS, pursuant to the Agreement, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks, and any foreign equivalent thereof, to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States, and all other foreign countries, thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor represents and warrants that: (i) he is the sole and exclusive owner of the entire right, title and interest in and to the Patents, free and clear of any liens, security interests or other encumbrances; (ii) he has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) he has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment (at Assignee's expense), including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may

arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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SCHEDULE A
U.S. Patents and Patent Applications

Title	Country	App. No./ Filing Date	Patent or Pub. No./ Date	Status	Owner
Plastic heat exchanger	U.S.	10/884320 7/2/2004	6899169 5/31/2005	Granted	Richard D. Cox (Inventor)
Plastic oil cooler	U.S.	10/982862 11/6/2004	7293603 11/13/2007	Granted	Richard D. Cox (Inventor)
Plastic heat exchanger with extruded shell	U.S.	12/218632 7/17/2008 (Published 20100012296)		Pending Allowed	Richard D. Cox (Inventor)

Schedule A to Patent Assignment