502232744 02/15/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Steve Williams	01/23/2013
Jere James Wall	01/23/2013

RECEIVING PARTY DATA

Name:	K&N Engineering, Inc.
Street Address:	1455 Citrus Street
City:	Riverside
State/Country:	CALIFORNIA
Postal Code:	92507

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29440278

CORRESPONDENCE DATA

Fax Number: 7145469035

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7146415100

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Correspondent Name: Rutan & Tucker, LLP

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Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	101525-0023D

NAME OF SUBMITTER: Hani Z. Sayed

Total Attachments: 3

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PATENT REEL: 029820 FRAME: 0063 \$40.00 294

RECORDATION FOR	M COVER SHEET					
PATENTS ONLY						
To the Director of the U.S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.					
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)					
Steve Williams Jere James Wall	Name: K&N Engineering, Inc.					
vone vames vam	Internal Address:					
Additional name(s) of conveying party(ies) attached?	Street Address:					
3. Nature of conveyance/Execution Date(s):						
Execution Date(s):January 23, 2013	1455 Citrus Street					
X Assignment Merger Change of Name						
Security Agreement Joint Research Agreement	City: Riverside					
Government Interest Assignment	State: CA					
Executive Order 9424, Confirmatory License	Country: US Zip: 92507					
Other	Additional name(s) & address(es) Yes X No attached?					
4. Application or patent number(s): This doc	ument serves as an Oath/Declaration (37 CFR 1.63).					
A. Patent Application No.(s)	B. Patent No.(s)					
29/440278						
Additional numbers attached?	Yes No					
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:					
Name: Rutan & Tucker, LLP	40.00					
	7. Total fee (37 CFR 1.21(h) & 3.41) \$					
Internal Address: Atty. Dkt.: 101525-0023D						
Street Address: 611 Anton Blvd., Suite 1400	X Authorized to be charged to deposit account					
	Enclosed					
	None required (government interest not affecting title)					
City: Costa Mesa	8. Payment Information					
State: CA Zip: 92626						
Phone Number: 714-641-5100						
Fax Number: 714-546-9035	Deposit Account Number502191					
Email Address: fsanders@rutan.com/	Authorized User Name Rutan & Tucker,LLP					
9. Signature:	, ,					
	2/15/23/3					
Signature	Date					
Hani Z. Sayed	Total number of pages including cover sheet, attachments, and documents: 3					
Name of Person Signing						
Documents to be recorded (including cover she Mail Stop Assignment Recordation Services, Director	eet) should be faxed to (571) 273-0140, or mailed to: of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450					

ASSIGNMENT

WHEREAS, the undersigned, co-inventors, Steve Williams of Beaumont, California, USA and Jere James Wall, Helendale, California, USA (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "AIR FILTER" for which a design patent application for Letters of Patent of the United States of America was filed on December 20, 2012, serial number 29/440278; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS K&N Engineering, Inc., a corporation having its principal place of business at 1455 Citrus Street, Riverside, CA 92507, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment; and

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

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PATENT REEL: 029820 FRAME: 0065 This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

WITNESS my hand at $\overline{\mathbb{K}}$, <u></u> ,	_, this 22 day of 2013
	City	State	Month
Steve Williams	la:		

WITNESS my hand at Riverside, CA, this 23 day of Jan 2013, City State

Jere James Wall

2424/101525-0023D 2401461.1 a12/20/12

RECORDED: 02/15/2013

PATENT REEL: 029820 FRAME: 0066