

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Centrum Equities Acquisition, LLC	02/04/2013
RECEIVING PARTY DATA	
Name:	Vista-Pro Automotive, LLC
Street Address:	15 Century Blvd.
Internal Address:	Suite 600
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37214
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5329988
CORRESPONDENCE DATA	
Fax Number:	2037875818
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-787-0595
Email:	delpet@delpet.com
Correspondent Name:	DeLio & Peterson, LLC
Address Line 1:	700 State Street
Address Line 2:	Suite 402
Address Line 4:	New Haven, CONNECTICUT 06511
ATTORNEY DOCKET NUMBER:	VIST636
NAME OF SUBMITTER:	Peter W. Peterson
Signature:	/Peter W. Peterson/
Date:	04/11/2013

OP \$40.00 5329988

Total Attachments: 7

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("**Patent Assignment**") is made and entered into as of the 4th day of February, 2013 (the "**Assignment Date**") by and between Centrum Equities Acquisition, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214, (referenced to herein as the "**Assignor**") and Vista-Pro Automotive, LLC, a Delaware limited liability company having an address of 15 Century Blvd., Suite 600, Nashville, Tennessee, 37214, (referred to herein as the "**Assignee**").

RECITALS

A. Assignor is a subsidiary of Assignee, and is the owner of rights in certain inventions including without limitation, the patents set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, "**Purchased Patent Assets**").

B. By this Patent Assignment, Assignor is assigning to Assignee all of its right, title, and interest in and to the Purchased Patent Assets.

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfer and sell the Purchased Patent Assets to Assignee and the parties further agree as follows:

1. **Governmental Authority Definitions.** For purposes of this Patent Assignment, the following terms will have the following meanings: (i) the term "**United States**" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "**Other Nations**" will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "**Supra-National Authority**" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multinational authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "**Governmental Authority**" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Purchased Patent Assets.** Through this instrument and effective as of the Assignment Date, Assignee purchases and Assignor transfers, assigns and conveys to

Assignee, all of the Purchased Patent Assets. All of the Purchased Patent Assets are conveyed to Assignee on the Assignment Date free and clear of all liens.

3. **Grant of Rights to Purchased Patent Assets.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the United States and all Other Nations, Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Patent Assets, including but not limited to (i) the right to record the assignments made under this Patent Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to distribute, copy, reproduce, display, rent, lend, lease, license and preclude others from using the Purchased Patent Assets in all media (now or subsequently existing) and languages (human or computer).

4. **Further Assurance of Rights.** Assignor agrees to do, upon Assignee's request and at its expense, but without additional consideration, all acts reasonably serving to assure that the Purchased Patent Assets shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee any and all facts known relating to the Purchased Patent Assets; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in its control or in the control of its heirs, legal representatives or assigns and which may be useful for establishing the facts of conception, disclosures, and reduction to practice of the Purchased Patent Assets.

5. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Patent Assets, and upon execution, this Patent Assignment shall constitute a complete, absolute and exclusive transfer of all rights, in their entirety (legal, equitable, use and otherwise) in the Purchased Patent Assets, whether currently existing or arising or recognized in the future to Assignee. Assignor further acknowledges and agrees that the Purchased Patent Assets constitute the sole and exclusive property of Assignee.

6. **Representation.** Assignor makes no representations or warranties concerning the Purchased Patent Assets.

7. **Notices.** All notices concerning this Patent Assignment shall be given in writing to the parties as identified above.

8. **Binding Effect.** This Patent Assignment shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors.

9. **Complete Understanding.** This Patent Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Patent Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Patent Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Patent Assignment.

10. **Governing Law.** This Patent Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

11. **Severability.** If a court of competent jurisdiction holds that anyone or more of this Patent Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Patent Assignment's other provisions, and this Patent Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Patent Assignment or granted pursuant to any breach or default under this Patent Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Patent Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

13. **Counterparts.** This Patent Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

EXHIBIT A

	COUNTRY	S	TITLE	FILED	S/N	PAT DATE	PAT NO	EXP
VIST	UNITED STATES	1	Heat Exchanger	05/28/93	069,557	07/19/94	5,329,988	05/28/13
VIST	AUSTRALIA	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08/19/98	91993/98	08/19/98	728837	08/19/18
VIST	BRAZIL	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08/19/98	P19811394-1	03/15/05	P19811394-1	08/19/18
VIST	CANADA	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08/19/98	2,301,098	09/09/03	2,301,098	08/19/18
VIST	CHINA	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08/19/98	98808609.3	03/31/04	ZL98808609.3	08/19/18
VIST	MEXICO	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08/19/98	2000001786	09/14/04	222694	08/19/18
VIST	CHINA	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08/19/98	03119991.7	11/15/06	ZL03119991.7	08/19/18
VIST	UNITED STATES	1	Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	10/19/00	09/692,752	12/18/01	6,330,747	08/28/17
VIST	AUSTRALIA	1	Welded Heat Exchanger with Grommet Construction	02/16/00	33650/00	02/16/00	754417	02/16/20
VIST	CANADA	1	Welded Heat Exchanger with Grommet Construction	02/16/02	2,364,497	01/30/07	2,364,497	02/16/20

	COUNTRY	S	TITLE	FILED	S/N	PAT DATE	PAT NO	EXP
VIST	MEXICO	100013026	Welded Heat Exchanger with Grommet Construction	02/16/00	PA/a/2001/009042	11/14/05	232148	02/16/20
VIST	UNITED STATES	110013000	Welded Heat Exchanger with Grommet Construction	03/10/99	09/266,206	06/19/01	6,247,232	03/10/19
VIST	AUSTRALIA	110013002	Welded Heat Exchanger with Grommet Construction	01/17/03	2003200154	01/17/03	2003200154	02/16/20
VIST	MEXICO	110013026	Welded Heat Exchanger with Grommet Construction	02/16/00	PA/a/2005/009822	01/16/07	243347	02/16/20
VIST	UNITED STATES	120013000	Welded Heat Exchanger with Grommet Construction	04/30/01	09/845,582	10/08/02	6,460,610	03/10/19
VIST	UNITED STATES	100014000	Resiliently Bonded Heat Exchanger	05/02/01	09/847,144	04/13/04	6,719,037	09/01/21
VIST	UNITED STATES	110014000	Resiliently Bonded Heat Exchanger	12/01/03	10/725,758	08/15/06	7,089,998	05/02/21
VIST	UNITED STATES	100019000	SACRIFICIAL EROSION BRIDGE FOR A HEAT EXCHANGER	03/04/94	08/206,122	11/14/95	5,465,783	03/04/14
VIST	UNITED STATES	100020000	Engine Cooling Radiator	03/24/05	11/088,297	04/13/10	7,694,724	01/09/29
VIST	UNITED STATES	100021000	Radiator Tank	03/24/05	29/226,111	06/26/07	D545,247 S	06/26/21
VIST	CANADA	100021007	Radiator Tank	09/22/05	112755	05/31/07	112755	05/31/17
VIST	UNITED STATES	100022000	Fitting Aligner	05/18/05	11/131,674	09/29/09	7,594,312	05/20/28
VIST	UNITED STATES	110022000	Fitting Aligner	09/29/05	11/239,487	01/19/10	7,647,683	07/08/28
VIST	UNITED STATES	100024000	Concentric Tube Oil Cooler	03/15/06	11/376,525	04/14/09	7,516,779	12/12/26

COUNTRY S TITLE FILED S/N PAT DATE PAT NO EXP

VIST 100027000	UNITED STATES	I	Heat Exchanger Manifold Sealing System	06/12/07	11/761,691	01/05/10	7,640,971	01/17/28
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VIST 100028000	UNITED STATES	P	Composite Construction Oil Cooler Fitting	09/11/08	12/208,895			
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VIST 100029000	UNITED STATES	I	Method for Producing a Split Louver Heat Exchanger Fin	01/12/07	11/622,512	01/11/11	7,866,042	11/05/29
VIST 110029000	UNITED STATES	P	Method for Producing a Split Louver Heat Exchanger Fin	11/30/10	12/956,605			

VIST 100030008	CHINA	I	Heat Exchanger Fin	12/14/07	200780048885.0	10/24/12	ZL200780048885.0	12/14/27
VIST 100030011	EPC	P	Heat Exchanger Fin	12/14/07	07853381.7			
VIST 100030026	MEXICO	P	Heat Exchanger Fin	12/14/07	MX/a/2009/005538			

VIST 100034000	UNITED STATES	P	Slidable Locating Plate for Grommeted Heat Exchanger	03/19/09	12/407,241			
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