

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
U.S. Farathane Holdings Corp.	07/26/2013
RECEIVING PARTY DATA	
Name:	U.S. Farathane, LLC
Street Address:	2700 High Meadow Circle
City:	Auburn Hills
State/Country:	MICHIGAN
Postal Code:	48326
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	13348686
Application Number:	13348725
Application Number:	13348784
Application Number:	13467435
Application Number:	13495121
Application Number:	13726875
Application Number:	13726943
Application Number:	13794028
Application Number:	13726771
Application Number:	10178001
Application Number:	08530007
Application Number:	61709618
Application Number:	61669732
Application Number:	61666421
Application Number:	61709673

CH \$680.00 13348686

Application Number:	61710023
Application Number:	61710038

**CORRESPONDENCE DATA**

Fax Number: 2485668523  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (248) 566-8522  
Email: jlyons@honigman.com  
Correspondent Name: Thomas J. Appledorn  
Address Line 1: 39400 Woodward Avenue, Suite 101  
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	225395-330901
NAME OF SUBMITTER:	Thomas J. Appledorn
Signature:	/Thomas J. Appledorn/
Date:	08/01/2013

Total Attachments: 7  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of July 26, 2013 between U.S. Farathane Holdings Corp., a Michigan corporation ("Assignor"), and U.S. Farathane, LLC, a Delaware limited liability company ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

### RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement as of July 26, 2013 whereby Assignor is contributing certain assets of the Business (defined below) to Assignee and Assignee is assuming certain liabilities of the Business (the "Agreement");

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the manufacture of injection molded and extruded plastic parts and all activities related thereto. (the "Business"); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks, Patents and Domains of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names and all applications therefore that are used in the Business (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, attached, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are used in the Business, including those items set forth on the attached Exhibit B (the "Patents"), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be

held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

3. **Domains**. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and under the Domains and registrations therefor identified on the attached **Exhibit C** (the "**Domains**"), and any and all related or similar Domains, along with all associated goodwill.

4. **Rights**. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Marks, Patents and Domains, or assist any third party in any of the foregoing.

5. **Further Assurances**. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks, Patents and Domains assigned herein.

6. **Binding Effect**. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

7. **Conflict With Agreement**. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

8. **Counterparts**. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Facsimile Signatures**. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

10. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

11. **Amendment**. This Agreement may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**U.S. Farathane Holdings Corp.**

By: *Andrew Greenlee*  
Name: Andrew Greenlee  
Title: President

**ASSIGNEE:**

**U.S. Farathane, LLC**

By: *Andrew Greenlee*  
Name: Andrew Greenlee  
Title: Authorized Signatory

## EXHIBIT A

### Marks

Mark	Reg. Date	Reg. No.	Goods/Services
U.S. FARATHANTE CORPORATION	8/8/95	1909718	<p>7: molded thermoplastic parts for use in land, vehicles, namely electronic engine control seals, exhaust hangers.</p> <p>12: molded thermoplastic parts for use in land vehicles, namely car body plugs, tailgate seals, brake arms, steering column seals, tailgate hinges, rear window latches and leaf spring stop pads for trucks, inserts, plugs, gommets, covers, wing nuts, latches, bumpers, bushings and suspension components.</p> <p>17: molded thermoplastic parts, namely non-mechanical elastomeric seals.</p> <p>40: custom manufacturing of precision molded thermoplastic parts for industrial use to the order and specification of others.</p> <p>42: custom engineering of precision molded thermoplastic parts for industrial use.</p>
USF	3/14/95	1883325	<p>7: molded thermoplastic parts for use in land, vehicles, namely electronic engine control seals, exhaust hangers.</p> <p>12: suspension components, molded thermoplastic parts for use in land vehicles, namely car body plugs, tailgate seals, brake arms, steering column seals, tailgate hinges, rear window latches and leaf spring stop pads for trucks, inserts, plugs, grommets, covers, wing nuts, latches, bumpers, bushings. .</p> <p>17: molded thermoplastic parts, namely non-mechanical elastomeric seals.</p> <p>40: custom manufacturing of precision molded thermoplastic parts for industrial use to the order and specification of others.</p> <p>42: custom engineering of precision molded thermoplastic parts for industrial use</p>
USF	4/11/95	188204	<p>12: molded thermoplastic parts for use in land vehicles, namely car body plugs, tailgate seals, brake arms, steering column seals, tailgate hinges, rear window latches and leaf spring stop pads for trucks, inserts, plugs, grommets, covers, wing nuts, latches, bumpers, bushings and suspension components.</p> <p>42: custom engineering of precision molded thermoplastic parts for industrial use.</p>

EXHIBIT B

PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date
THERMOPLASTIC COMPOSITE BASED GATE VALVE	13348686	01/12/2012	NONE	NONE
SYSTEM AND PROCESS FOR CREATING AN EXTRUDED POYPROPYLENE PERMITER EXTENDING FRAME	13348725	01/12/2012	NONE	NONE
TWO SHOT POLYMER BASED SLEEVE FOR JOINING PVC PIPE SECTIONS	13348784	07/12/2012	NONE	NONE
HEAT EXCHANGER SEAL ASSEMBLY AND METHOD FOR USE WITH A VEHICLE RADIATOR AND COOLING MODULEE	13467435	05/09/2012	NONE	NONE
FLEXIBLE CONDUIT FOR USE IN FRESH AIR INTAKE AND GAS VAPOR OUTLET	13495121	06/13/2012	NONE	NONE
PROCESS FOR CREATING INJECTION MOLDED TOP AND BOTTOM CAPS SECURITED TO OPPOSITE ENDS OF AN ELONGATED PIPE	13726875	12/26/2012	NONE	NONE
RECONFIGURABLE FRONT AND UPPER ONE PIECE BAFFLES	13726943	12/26/2012	NONE	NONE

Title	Application No.	Filing Date	Patent No.	Issue Date
RECONFIGURABLE FRONT AND UPPER ONE PIECE BAFFLES FOR DIRECTING INCOMING AIR FROM A VEHICLE FRONT FASCIA TO A RADIATOR COOLING MODULE	13794028	03/11/2013	NONE	NONE
ASSEMBLY AND PROCESS FOR CREATING AN EXTRUDED PIPE FOR USE IN A GEOTHERMAL HEAT RECOVERY OPERATION	13726771		NONE	NONE
SEAT BELT LATCH PLATE AND METHOD OF MAKING THE SAME **	10178001	01/21/2002	6837519	01/04/2005
VEHICLE SLIDING DOOR STABILIZER	08530007	09/19/1995	5626384	05/06/1997
DUAL LAYER SHIELD FOR APPLICATION TO A VEHICLE UNDERBODY	61709618	10/04/2012	NONE	NONE
COEXTRUDED ROOF DITCH MOLDING WITH HARD AND SOFT COMPONENTS INCLUDING ASSOCIATED FASTENER SYSTEM	61669732	07/10/2012	NONE	NONE



Title	Application No.	Filing Date	Patent No.	Issue Date
CLIP CONFIGURATION INTEGRATED INTO A PART DURING A FORMING OPERATION AND WHICH EXHIBITS LOW INSTALLATION FORCE COMBINED WITH HIGH PULLOUT RESISTANCE FORCE	61666421	06/29/2012	NONE	NONE
TWO SHOT DOUBLE INVERTED ACOUSTIC HOOD TO COWL SEAL	61709673	10/04/2012	NONE	NONE
TWO SHOT ACOUSTICAL COWL TO GLASS SEAL	61710023	10/05/2012	NONE	NONE
EXTRUDED COWL TO PLENUM SEAL AND SYSTEM OF INSTALLATION	61710038	10/05/2012	NONE	NONE

**EXHIBIT C**

**Domain Names**

usfarathane.com