

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2682434

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SENIOR OPERATIONS LLC	10/01/2010
RECEIVING PARTY DATA	
Name:	SENIOR INVESTMENTS GMBH
Street Address:	FRONWAGPLATZ 10
City:	SCHAFFHAUSEN
State/Country:	SWITZERLAND
Postal Code:	8200
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6003814
CORRESPONDENCE DATA	
Fax Number:	(312)456-8435
Phone:	3124568400
Email:	chiipmail@gtlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	RICHARD D. HARRIS
Address Line 1:	77 W. WACKER DRIVE
Address Line 2:	GREENBERG TRAURIG, LLP - SUITE 3100
Address Line 4:	CHICAGO, ILLINOIS 60601-1732
ATTORNEY DOCKET NUMBER:	057640.010369
NAME OF SUBMITTER:	RICHARD D. HARRIS
Signature:	/Richard D. Harris/
Date:	01/15/2014

Total Attachments: 7

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AGREEMENT

THIS AGREEMENT is made as of this 31st day of September, 2010, by and between SENIOR OPERATIONS LLC, a Delaware limited liability company ("SOLLC") and SENIOR INVESTMENTS GmbH, a corporation organised under the laws of Switzerland ("SIG").

WITNESSETH:

WHEREAS, SOLLC desires to sell and SIG desires to purchase such intangible assets, including intellectual property rights and know-how, upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the premised and the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY

Subject to the terms and conditions of this Agreement, SOLLC hereby sells, assigns, transfers and delivers to SIG, free and clear of any lien, all intellectual property assets acquired and developed by SOLLC, SSP Division, including, without limitation, all patents and reissues, divisions, continuations and extensions of such patents, patents pending and applications for patents, patent disclosures docketed, registered and unregistered trademarks and service marks and applications for such trademarks and service marks, trade names, registered and unregistered copyrights and applications for copyright registration, mask works and applications for mask work registration, all trade secrets, proprietary designs or data, know-how and good will connected with such intellectual property assets, relating to bleed leak detection systems, metal/polymer laminate ducting, duct sections, and all rights under any licences, franchises, permits, authorisations, agreements and arrangements with respect to such intellectual property assets (collectively referred to herein as the "Intellectual Property").

2. CONSIDERATION

As consideration for the purchase of the Intellectual Property, SIG shall pay to SOLLC the sum of Four Hundred Thousand U.S. Dollars (\$400,000.00) in cash in immediately available funds.

3. REPRESENTATIONS AND WARRANTIES OF SOLLC

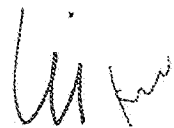
SOLLC represents and warrants to SIG and covenants and agrees with SOLLC as follows:

3.1 Organisation and Qualification

SOLLC is a company duly organised, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to carry on its business as presently conducted.

3.2 Authorization, Valid and Binding Obligation

SOLLC has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.



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3.3 Intellectual Property Matters

- (a) SOLLC has all right, title and interest, free and clear of any liens, to the Intellectual Property. True, correct and complete copies of all such licences, franchises, permits, authorisations, agreements and arrangements have heretofore been delivered or made available by SOLLC to SIG. Schedule 3.3 hereto describes all of such patents (including a listing of relevant registration dates), and patents pending of SOLLC which are included within the Intellectual Property. SOLLC has full right and power to assign all licence rights with respect to such Intellectual Property and/or sublicense such rights and/or grant sublicense rights to others as necessary to conduct the business associated with the Intellectual Property in the manner in which it is currently conducted.
- (b) No government procurement contracts, grants or cooperative agreements exist with SOLLC as prime contractor which give unlimited rights to any government agency with respect to the Intellectual Property.
- (c) The Intellectual Property and the manufacture or distribution of products in accordance therewith does not violate any statute, order, rule or regulation expressly applicable thereto.
- (d) There exists no pending or, to SOLLC's knowledge, threatened litigation, actions, lawsuits or claims, including without limitation claims or infringement or misappropriation, or other claims material or adverse to the ownership rights of SOLLC with respect to the Intellectual Property.
- (e) SOLLC has maintained its rights with respect to the Intellectual Property, including maintenance payments therefore and renewals or extension thereof.

4. REPRESENTATIONS AND WARRANTIES OF FLEXONICS - SOLLC SIG represents and warrants to SOLLC and covenants and agree with SOLLC as follows:



4.1 Organisation and Qualification

SIG is a corporation duly organised, validly existing and in good standing under the laws of Switzerland and has full corporate power and authority to carry on its business as presently conducted.

4.2 Authorization: Valid and Binding Obligation

SIG has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

5. MISCELLANEOUS

5.1 Further Assurances

Each party shall, upon request of any of the other parties hereto, at any time and from time to time execute, acknowledge, deliver and perform all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and instruments of

further assurances as may reasonably be necessary or appropriate to carry out the provisions and intent of this Agreement.

5.2 Governing Law

This agreement shall be governed by the laws of the State of Illinois without regard to any jurisdiction's conflicts of law provisions.

5.3 Counterparts/Use of Facsimiles

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. The reproduction of signatures by means of a telecopying device shall be treated as though such reproductions are executed originals and each party hereto covenants and agrees to provide the other parties with a copy of this Agreement bearing original signatures within five days following transmittal by facsimile.

5.4 Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto respecting its subject matter and supersedes all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. This Agreement may be amended, modified or supplemented only by a writing signed by all parties by their duly authorised representatives. Any party may waive the benefit of a term or condition of this Agreement and such waiver will not be deemed to constitute the waiver of another breach of the same, or any other, term or condition. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision in this Agreement.

5.5 No Presumption Against Draftsman

There shall be no presumption against any party on the ground that such party or its counsel was responsible for preparing this Agreement or any part hereof.

5.6 Consent to Jurisdiction and Service of Process

SOLLC (i) hereby irrevocably submits to the jurisdiction of, and agrees that any suit shall be brought only in, the state and federal courts located in the State of Illinois for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement or the transactions contemplated hereby and (ii) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, by way of motion, as a defence or otherwise, in any such proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment of execution, that any such proceeding brought in one of the above-named courts is brought in an inconvenient forum, that the venue of any such proceeding brought in one of the above-named courts is improper, or that this Agreement, or the transactions contemplated hereby may not be enforced in or by such a court.

5.7 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but shall not be assigned by any party hereto without the prior written consent of the other parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorised officer as of the date first above written.

SENIOR OPERATIONS LLC

By: Launie Fleming
Launie Fleming – Vice President and Divisional
Chief Executive Officer, Senior Aerospace – Fluid
Systems Division

SENIOR INVESTMENTS GmbH

By: H. Kisker
Henrich Kisker - Director

By: Kevin Williams
Kevin Williams - Director

Schedule 3.3

Patents

<u>PATENT NUMBER</u>	<u>ISSUES DATE</u>	<u>COUNTRY</u>	<u>TITLE</u>
8,900,673	07-30-93	France	Bearing Seal for Universal Ball Joint
10,511,000	01-02-97	Italy	Flexible Coupler Apparatus
0,511,000	01-02-97	U.K.	Flexible Coupler Apparatus
2,220,719	06-10-92	U.K.	Bearing Seal for Universal Ball Joint
5,176,760	01-05-93	United States	Steel Article and Method
5,865,400	02-02-99	United States	Slidable Duct Assembly for Aircraft Anti-Icing Conduit Systems
5,873,544	02-23-99	United States	Slidable Duct Assembly for Aircraft Anti-Icing Conduit Systems
6,003,814	12-21-99	United States	Double-Walled Duct Assembly for Aircraft Anti-Icing Thermal Isolation Coupling System
0551755	07-08-98	U.K.	Flexible Connector
3038502		Japan	Bearing Seal for Universal Ball Joint
4,893,847		United States	Bearing Seal for Universal Ball Joint
1,310,349		Canada	Improved Duct Bleed Leak Detection System
7,155,961		United States	Improved Bleed Leak Detection System
2,365,811	08-27-09	Russia	

Patent Applications

<u>SERIAL NUMBER</u>	<u>FILING DATE</u>	<u>COUNTRY</u>	<u>TITLE</u>
08/119,948	09-10-93	United States	Integrated Engine Control System for Gas Turbine Engine
94912173.5	03-02-94	Europe	Integrated Engine Control System for Gas Turbine Engine
2,157,688	03-02-94	Canada	Integrated Engine Control System for Gas Turbine Engine
04024733.0		Europe	Improved Bleed Leak Detection System
200410074979.3		China	Improved Bleed Leak Detection System
2,478,729		Canada	Improved Bleed Leak Detection System
PI0405388-5		Brazil	Improved Bleed Leak Detection System
		Hong Kong	Improved Bleed Leak Detection System
		United States	Stainless Steel/Polyimide laminated Ducting and Method for Making Same
12/024,093	01-31-08	United States	Duct Section, System and Method for Constructing Same
PCT/US2008/001198	01-29-08	United States	Metal / Polymer Laminate Ducting and Method for Making Same
PCT/US12/024,09		PCT	Duct Section, System and Method for Constructing Same
2,670,272	01-29-08	Canada	Metal / Polymer Laminate Ducting and Method for Making Same

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Patent Applications (continued)

200880001456.2	01-29-08	China	Metal / Polymer Laminate Ducting and Method for Making Same
		Russia	Metal / Polymer Laminate Ducting and Method for Making Same
		Brazil	Metal / Polymer Laminate Ducting and Method for Making Same
08724944.7		Europe	Metal / Polymer Laminate Ducting and Method for Making Same
		United States	Bleed Leak Detection System



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