

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2701850

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>AC SMART FILTERS LLC</td> <td>01/09/2013</td> </tr> </tbody> </table>		Name	Execution Date	AC SMART FILTERS LLC	01/09/2013						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>UNIVERSAL TECHNOLOGIES, INC.</td> </tr> <tr> <td>Street Address:</td> <td>5626 SOUTHWESTERN AVENUE</td> </tr> <tr> <td>City:</td> <td>BALTIMORE</td> </tr> <tr> <td>State/Country:</td> <td>MARYLAND</td> </tr> <tr> <td>Postal Code:</td> <td>21227</td> </tr> </table>		Name:	UNIVERSAL TECHNOLOGIES, INC.	Street Address:	5626 SOUTHWESTERN AVENUE	City:	BALTIMORE	State/Country:	MARYLAND	Postal Code:	21227
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State/Country:	MARYLAND										
Postal Code:	21227										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12420050</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12420050						
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CORRESPONDENCE DATA											
Fax Number:	(703)712-5050										
Phone:	7037125390										
Email:	mguidry@mcguirewoods.com										
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
Correspondent Name:	CHARLES J. GROSS										
Address Line 1:	1750 TYSONS BLVD										
Address Line 2:	SUITE 1800										
Address Line 4:	TYSONS CORNER, VIRGINIA 22102										
ATTORNEY DOCKET NUMBER:	2066439-5001US										
NAME OF SUBMITTER:	CHARLES J. GROSS										
Signature:	/ Charles J. Gross /										
Date:	01/28/2014										

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into effective as of January 22, 2014, by and between AC SMART FILTERS LLC, a Texas limited liability company (the "Assignor"), and UNIVERSAL TECHNOLOGIES, INC., a Maryland corporation (the "Assignee") is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement by and between Assignor and Assignee executed as of the date hereof (the "Purchase Agreement").

RECITALS

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the intellectual property identified on Exhibit A attached hereto (the "Intellectual Property Assets"), including without limitation, the Smart Filter Patent (as defined in the Purchase Agreement) and Assignee desires to accept such assignment of the Intellectual Property Assets; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property. Effective as of the date of this Agreement, the Assignor hereby assigns, transfers, and conveys to the Assignee any and all of the Assignor' right, title, and interest in and to the Intellectual Property Assets and all other intellectual property as set forth in the Purchase Agreement, and including, without limitation, any and all intellectual property rights recognized under the laws of the United States of America or any other jurisdiction, the right to seek and hold registrations for the claim of copyright in any jurisdiction providing for the same, the right to apply for and hold patents in any jurisdiction providing for the same, the right to use, distribute, publish, reproduce, and modify the resulting product from such Intellectual Property Assets, and the right to sue for and seek remedies against past, present, and future infringements or misappropriations of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens.

2. Waiver. The Assignor hereby waives any claim available to the Assignor under any theory of natural or moral rights or any right of attribution under the copyright law of any jurisdiction with respect to the Intellectual Property Assets, to the extent such waiver is recognizable under the law of such jurisdiction.

3. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended, nor shall any provision contained herein be construed, to confer any rights or remedies under or by reason of this Agreement on any persons other than the Assignee and its successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to the Assignor or the Assignee, nor shall any provision contained herein give any third party any right of subrogation or action over or against the Assignor or the Assignee.

4. Assignment. This Agreement shall be binding upon the successors of the parties. Except as expressly set forth herein, this Agreement and the rights and obligations of the parties hereunder may not be assigned or delegated by any party without the prior written consent of the other party.

5. Headings, Gender, Interpretation and Construction. The Section, subsection and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation."

6. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

7. Integration of Agreement. This Agreement and the other agreements described herein supersede all prior agreements, oral and written, between the parties hereto with respect to the subject matter hereof. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, but only by an agreement in writing signed by the party against which the enforcement of such change, waiver, discharge or termination is sought.

8. Further Assurances. Each of the parties hereto will do any and all such acts and will execute any and all such documents as may reasonably be necessary from time to time to give full force and effect to the provisions and intent of this Agreement.

9. Governing law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

10. Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

[Signature page follows]

EXHIBIT A

Intellectual Property Assets

Patents

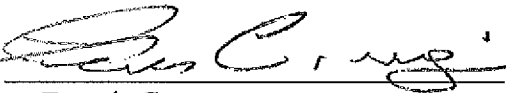
Country	Name	Current Application #	Current Registration #
United States	Smart Filter	12/420,050	
OPEN			

[Exhibit A]

IN WITNESS WHEREOF, each party hereto has executed this Agreement, as of the date first above written.

THE ASSIGNOR:

AC Smart Filters LLC,
a Texas limited liability company

By: 


Name: Francis Coveney

Title: President

STATE OF MARYLAND }
COUNTY OF BALTIMORE }

On this 9 day of JANUARY, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared FRANCIS COVENEY, known by me to be the person above named and an officer of the Assignor, who is duly authorized to execute this Agreement on behalf of the Assignor and who signed and executed the foregoing instrument on behalf of the Assignor.

Witness my hand and official seal.


Notary Public in and for said County and State

My Commission Expires 11/15/2015

[Signature pages continue overleaf]

THE ASSIGNEE:

Universal Technologies, Inc.,
a Maryland corporation

By: William Rice
Name: William Rice William Rice
Title: President

STATE OF SC)
COUNTY OF BERKELEY)

On this 22 day of JAN, ²⁰¹⁴ 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared WILLIAM RICE, known by me to be the person above named and an officer of the Assignee, who is duly authorized to execute this Agreement on behalf of Assignee and who signed and executed the foregoing instrument on behalf of the Assignee.

Witness my hand and official seal.

Thomas Pomposelli
Notary Public in and for said County and State

My Commission Expires 1/7/2015

