

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2727801

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LEE FREDERICK BENDER	02/10/2014
RECEIVING PARTY DATA	
Name:	TURN5, INC.
Street Address:	7 LEE BOULEVARD
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19006
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D514591
CORRESPONDENCE DATA	
Fax Number:	(215)884-3500
Phone:	215-887-0200
Email:	AISZTWAN@SOGTLAW.COM
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	ALEXIS DILLETT ISZTWAN
Address Line 1:	2617 HUNTINGDON PIKE
Address Line 4:	HUNTINGDON VALLEY, PENNSYLVANIA 19006
ATTORNEY DOCKET NUMBER:	19016
NAME OF SUBMITTER:	ALEXIS DILLETT ISZTWAN
Signature:	/ALEXIS DILLETT ISZTWAN/
Date:	02/14/2014
Total Attachments: 3 source=EXEC PATENT ASSIGNMENT 2 10 14 (00597831)#page1.tif source=EXEC PATENT ASSIGNMENT 2 10 14 (00597831)#page2.tif source=EXEC PATENT ASSIGNMENT 2 10 14 (00597831)#page3.tif	

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made effective as of the 10th day of February, 2014 by C&L PERFORMANCE, INC., an Alabama corporation ("C&L") and LEE BENDER, an adult individual ("Bender" and together with C&L, collectively, "Assignor") for the benefit of TURN5, INC., a Pennsylvania corporation ("Assignee").

## BACKGROUND

Pursuant to that certain Asset Purchase Agreement dated February 10<sup>th</sup>, 2014 by and between Assignor and Assignee ("APA"), Assignee is acquiring, and Assignor has agreed to assign, all of Assignor's United States, international and foreign patents, patent applications and patent disclosures including without limitation, the patents listed on Schedule A, including any applications which claim priority to the patents listed on Schedule A, and any applications to which the patents listed on Schedule A claim priority, and any continuations, continuations-in-part, divisions, patents of addition, reissues, re-examinations or extensions of any of the foregoing, any foreign counterparts of any of the foregoing, and in and to any and all patents of the United States and foreign countries which may be issued for said patents listed on Schedule A, attached hereto (collectively, the "Patents") to Assignee, free and clear of all liens and encumbrances and in accordance with the APA.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignor irrevocably sells, transfers, assigns and conveys to Assignee all right, title and interest in and to the Patents, together with all rights to sue and recover and retain damages and costs and attorneys' fees for past, present and future infringement and/or misappropriation of the Patents.
2. Assignor shall cooperate with Assignee in order to vest all right, title and interest in and to the Patents in Assignee and to carry out the intent of this Assignment. Assignor shall take such further action and execute such further documents and instruments as may, in Assignee's reasonable judgment, be necessary in order to evidence Assignee's ownership of the Patents, at the sole expense of Assignee, including without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to acquire, maintain, consolidate, confirm, vest and/or records Assignee's full and complete ownership of and title in the Patents with, for example, the U.S. Patent and Trademark Office and equivalent foreign offices.
3. This Assignment shall inure to the benefit of Assignee and the successors and assigns of Assignee and shall be binding upon Assignor and the successors and assigns of Assignor.
4. Nothing in this Assignment is intended to modify or otherwise amend the APA and this Assignment is intended to be consistent with the terms of the APA.
5. This Assignment shall be governed by and construed in accordance with the substantive and procedural Laws of the Commonwealth of Pennsylvania without regard to the Law of conflicts of law and without regard to any rule of interpretation or construction relating to which party drafted this Assignment. The parties confer jurisdiction to interpret and enforce this Assignment upon the Courts of the Commonwealth of Pennsylvania, Chester County or the United States District Court for the Eastern District of Pennsylvania and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.


6. In the event that any provision or any part thereof of this Assignment is found invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision or part thereof shall be modified to the extent necessary to eliminate such invalidity or unenforceability and to the extent any invalidity or unenforceability remains, it shall not affect the validity or enforceability of the remaining part of such provision or any other provision of this Assignment.

7. This Assignment may be executed in any number of counterparts each of which shall be deemed an original and all of which taken together shall constitute one agreement. Counterpart copies of this Assignment may be signed and exchanged by e-mail or facsimile. Such copies so signed and exchanged shall be fully binding

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the date first written above.

  
Lee F. Bender

**C & L PERFORMANCE, INC.**

By:   
Lee F. Bender, President

**SCHEDULE A****PATENTS**

	<b>Patent Number</b>	<b>Title</b>	<b>Date of Patent</b>	<b>Inventor</b>	<b>Assignee</b>
1	D512,074	Auto Intake Plenum	11/29/2005	Lee Frederick Bender	C & L Performance, Inc.
2	D513,618	Air Flow Inlet	1/17/2006	Lee Frederick Bender	C & L Performance, Inc.
3	6,990,941	Intake Air Plenum for Internal Combustion Engine	1/31/2006	Lee Frederick Bender	C&L Performance, Inc.
4	D514,591	Air Flow Inlet	2/7/2006	Lee Frederick Bender	<b>No assignment recorded</b>
5	D533,189	Inlet Pipe	12/5/2006	Lee F. Bender	C & L Performance, Inc.
6	D533,191	Air Flow Inlet	12/5/2006	Lee F. Bender	C & L Performance, Inc.
7	D533,878	Auto Intake Plenum	12/19/2006	Lee F. Bender	C & L Performance, Inc.
8	7,302,843	Mass Air Flow Housing for Mass Air Flow Sensor	12/4/2007	Lee Frederick Bender	C & L Performance, Inc.
9	D580,457	Engine Intake Manifold	11/11/2008	Lee F. Bender	C & L Performance, Inc.
10	D642,201	Air Filter Cowling	7/26/2011	Lee F. Bender	C&L Performance, Inc.
11	D661,708	Cold Air Inlet Tube	6/12/2012	Lee F. Bender	C&L Performance, Inc.