

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2758074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AXITEK, LLC	12/31/2013
RECEIVING PARTY DATA	
Name:	SAPREX, LLC
Street Address:	3571 FIELDSTONE DRIVE
City:	GASTONIA
State/Country:	NORTH CAROLINA
Postal Code:	28056
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13629773
PCT Number:	US2013068891
Application Number:	13475501
PCT Number:	US2013041391
CORRESPONDENCE DATA	
Fax Number:	
Email:	kristinrobinett@mvalaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	430 DAVIS DRIVE
Address Line 2:	SUITE 500
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	038717-000002
NAME OF SUBMITTER:	ESTHER F. QUEEN
Signature:	/esther f. queen/

PATENT

Date:

03/07/2014

Total Attachments: 4

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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is entered into by and between Saprex, LLC, a North Carolina limited liability company ("Saprex"), and Axitek, LLC, a Delaware limited liability company ("Axitek") effective as of this 31st day of December, 2013.

RECITALS

WHEREAS, Saprex and Lincoln Industries, Inc. ("LI"), as the sole members of Axitek, approved and adopted the Agreement and Plan of Dissolution for Axitek dated as of the date hereof ("Plan of Dissolution"); and

WHEREAS, the Plan of Dissolution provides that Saprex shall receive an assignment of all Intellectual Property (as defined below) owned by Axitek in the dissolution of Axitek.

NOW THEREFORE, in consideration of these premises, Axitek desires to transfer to Saprex, and Saprex desires to accept from Axitek, all of the Intellectual Property owned by Axitek.

AGREEMENT

1. In consideration of the dissolution of Axitek pursuant to the Plan of Dissolution and the other consideration provided to LI pursuant to the Transaction Documents, Axitek hereby assigns, transfers, and sets over to Saprex, and Saprex hereby accepts from Axitek, all rights, title, and interests that Axitek may have in and to all Intellectual Property, including, without limitation, (a) all rights in and to U.S. Patent Application No. 13/629,773 and PCT Application No. PCT/US2013/068891, both entitled *Heat Curable Composite Textile*, and the invention disclosed therein, U.S. Patent Application No. 13/475,501 entitled *Breathable Multi-Component Exhaust Insulation System*, and the invention disclosed therein, and International Application No. PCT/US2013/041391 entitled *Breathable Multi-Component Exhaust Insulation System*, and the invention disclosed therein, and any and all non-provisional, continuation, continuation-in-part, or divisions thereof, and in and to any and all letters patent of the United States of America and all foreign countries or reissues, reexaminations, reviews, or extensions thereof, which may be granted therefor or thereon, for the full end of the term for which such letters patent may be granted, together with the right to claim the priority to any of the foregoing applications in all foreign countries in accordance with the International Convention, (b) all goodwill associated with any trademarks or service marks, and (c) all rights to receive and retain any income arising from the exploitation of the Intellectual Property and the right to sue and recover and retain damages, costs and attorneys' fees for past, present and future

infringement and any other rights relating to any of the foregoing, the same to be held and enjoyed by Saprex, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Axitek if this assignment and transfer had not been made.

As used herein, "Intellectual Property" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the laws of any jurisdiction throughout the world: (i) all statutory and common-law trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of any of the foregoing, including intent-to-use applications, which are being assigned to Saprex as a successor to the business of Axitek, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with and appurtenant to the use of and symbolized by any of the foregoing; (ii) all internet domain names and uniform resource locators and applications therefor; (iii) original works of authorship in any medium of expression, whether or not published, all copyright rights under the copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), whether registered or unregistered, including, but not limited to, all registrations and applications for registration of such copyrights, and all renewals, extensions, reversions or restorations of copyrights now or hereafter provided for by law and all rights to make applications for copyright registrations and recordations, regardless of the medium of fixation or means of expression; (iv) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions, and trade secrets, whether or not patentable; (v) electronic or other databases to the extent protected by intellectual property or other law in any jurisdiction; (vi) all rights to and under all new and useful formulae, inventions, discoveries, methods, processes, designs, technology and art, including but not limited to, all improvements thereof and all know-how related thereto, all patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications, and letters patent in the United States and all other countries (and all letters patent that issue therefrom) and all reissues, reexaminations, extensions, renewals, divisions and continuations (including continuations-in-part and continuing prosecution applications) thereof, for the full term thereof.

2. Axitek and Saprex each declare and warrant that they each have all the necessary right, power and authority to enter into and perform under this Agreement, and that this Agreement constitutes a binding and valid obligation of each in accordance with its terms.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

4. The parties may rely on facsimile or electronic copies of signatures for the purposes of final execution of this Agreement. This Agreement may be executed at different times and places, and in one or more separate counterparts, all of which collectively shall constitute one agreement.

5. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement. Any modification of this Agreement must be in writing and signed by all parties hereto to be effective.

6. Axitek agrees to execute, acknowledge and deliver any instruments confirming the complete ownership by Saprex of the Intellectual Property, including without limitation any further assignments, consents, waivers, patent applications, necessary and appropriate to perfect ownership or prosecute any application to register any Intellectual Property in the name of Axitek or Saprex, including, without limitation, any patent. Axitek does hereby irrevocably constitute and appoint Saprex and its successors and assigns as Axitek's true and lawful agent and attorney-in-fact, with full power of substitution, in its name or otherwise, and on behalf of Axitek, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all of the Intellectual Property hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release. Axitek agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Axitek.

7. This Agreement shall be governed by Delaware law.

[Signatures on following page]

This Agreement is hereby executed by the parties effective as of the date first written above.

AXITEK, LLC, a Delaware limited liability company

By: **LINCOLN INDUSTRIES, INC.**, a Nebraska corporation, as member

By: 

Its: President

SAPREX, LLC, a North Carolina limited liability company

By: 

Its: President

Lincoln Industries, Inc. hereby consents and approves the terms and conditions set forth in this Assignment Agreement.

LINCOLN INDUSTRIES, INC., a Nebraska corporation

By: 

Its: President