502772009 04/17/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2818604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BOLTARON PERFORMANCE PRODUCTS, LLC	04/16/2014

RECEIVING PARTY DATA

Name:	BOLTARON INC.
Street Address:	ONE GENERAL STREET
City:	NEWCOMERSTOWN
State/Country:	ОНЮ
Postal Code:	43832

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	8530043
PCT Number:	US2009048619

CORRESPONDENCE DATA

Fax Number: (212)935-5728

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

212.935.5700 Phone:

Email: rjacobson@colucci-umans.com

Correspondent Name: RICHARD P. JACOBSON, COLUCCI & UMANS

Address Line 1: 218 EAST 50TH STREET

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER: RICHARD P. JACOBSON SIGNATURE: /Richard P. Jacobson/ **DATE SIGNED:** 04/17/2014

Total Attachments: 4

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> **PATENT** REEL: 032698 FRAME: 0947 502772009

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into on April <u>16</u>, 2014 ("Effective Date"), by and between Boltaron Performance Products, LLC, an Ohio limited liability company, with an office located at One General Street, Newcomerstown, Ohio 43832, ("Assignor"), and Boltaron Inc., a Delaware corporation, with a principal place of business at One General Street, Newcomerstown, Ohio 43832 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of April 1, 2014, by and between Assignor and Assignee ("Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest worldwide in and to certain inventions and invention disclosures, including all patents and patent applications, utility models and industrial designs, and all applications and registrations thereof, together with all reissuances, divisions, renewals, revisions, extensions, reexaminations, provisionals, substitutions, continuations and continuations-in-part with respect thereto and including all foreign equivalents of and/or counterparts to any of the foregoing, any other patents, applications or extensions that claim priority to or through any of the foregoing and any inventions disclosed in any of the foregoing, in the United States and elsewhere, as set forth on Schedule A (the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Patents in the United States and all foreign countries, together with all (a) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Patents); (b) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Patents; (c) the right to file patent applications in any or all countries for any inventions or discoveries embodied in the Patents; and (d) corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Patents, together with the right to claim priority in all foreign countries in accordance with international law and any and all rights corresponding to said Patents throughout the world.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Patents pursuant to this Agreement.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance consistent with the Purchase Agreement and this Agreement, with all actual costs being paid by Assignee, but without any further compensation to Assignor.

This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby

PATENT REEL: 032698 FRAME: 0948 incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement will be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Boltaron Performance Products, LLC

Dean Li

State of Ohio

) SS.:

County of Summit

On April <u>(c.</u>, 2014, before me, a notary public in and for the aforesaid county and state, personally appeared Dean Li, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVID F. RAYNOR, Attorney Notery Public - State of Ohio My commission has no expiration date Sec. 147.03 R.C.

Nótary Public

PATENT REEL: 032698 FRAME: 0949

Assignee:
Boltaron Inc. Signature
Printed Name SCMMITZ Printed Name
CEO Title
H Sillieb
Signature
MICHREL SCHLICK Printed Name
TREASURER Title
State of Mayork) SS.: County of Lew Yerr)
On April 16, 2014, before me, LARCE A BELLEGE personally appeared who have satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of New York—that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Notary Public

MARCELA BERMUDEZ Notary Public, State of New York No. 028E6145328 Qualified in New York County Commission Expires May 1, 2010 14

879835.2

SCHEDULE A

1. COMPOSITE LAMINATE COMPOSITION U.S. Patent Number: 8,530,043 Issue Date: September 10, 2013

2. COMPOSITE LAMINATE COMPOSITION
PCT Patent Application Number: PCT/US2009/048619
Filing Date: June 25, 2009

3. COMPOSITE LAMINATE COMPOSITION
European Patent Application Number: EP09771007
Filing Date: June 25, 2009

4. COMPOSITE LAMINATE COMPOSITION Japan- Patent Number: JP5378514 Issue Date: October 4, 2013

COMPOSITE LAMINATE COMPOSITION
 Germany- Patent Application Number: DE202009018609.1

6. COMPOSITE LAMINATE COMPOSITION
Brazil- Patent Application Number: BR 0914767.5

PATENT REEL: 032698 FRAME: 0951

RECORDED: 04/17/2014