502818701 05/21/2014

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STEVE WILLIAMS	05/13/2014
JERE JAMES WALL	05/13/2014

RECEIVING PARTY DATA

Name:	K&N ENGINEERING, INC.
Street Address:	1455 CITRUS STREET
City:	RIVERSIDE
State/Country:	CALIFORNIA
Postal Code:	92507

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14213408	

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	101525-0046P
NAME OF SUBMITTER:	HANI Z. SAYED
SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	05/21/2014

Total Attachments: 2

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PATENT 502818701 REEL: 032941 FRAME: 0477

ASSIGNMENT

WHEREAS, the undersigned, co-inventors, Steve Williams of Beaumont, California, USA and Jere James Wall of Helendale, California, USA (referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "AIR FILTER" for which a patent application for Letters of Patent of the United States of America was filed on March 14, 2014, serial number 14/213,408; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS K&N Engineering, Inc., a corporation having its principal place of business at 1455 Citrus Street, Riverside, CA 92507, USA (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment; and

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

2640/101525-0046P 6951727.1 a04/23/14

PATENT REEL: 032941 FRAME: 0478 This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

WITNESS my hand at Kiveside City	, <u>CA</u> State	, this 13° day of $\frac{\text{May}}{\text{Month}}$ 2014,
Steve Williams		
WITNESS my hand at Riverside City	, <u>CA</u> State	, this <u>13</u> th day of <u>May</u> 2014, Month

Luctumes Wall