PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2895148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
STEVEN M. MATUSEK	03/12/2013
SHAWN D. WESSOL	03/11/2013

RECEIVING PARTY DATA

Name:	AEROMOTIVE, INC.
Street Address:	7805 BARTON ST.
City:	LENEXA
State/Country:	KANSAS
Postal Code:	66214

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14302543

CORRESPONDENCE DATA

Fax Number: (913)549-4646

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 913-549-4700

Email: ekdkdocket@kcpatentlaw.com

Correspondent Name: KENT R. ERICKSON Address Line 1: 8900 STATE LINE ROAD

Address Line 2: SUITE 500

Address Line 4: LEAWOOD, KANSAS 66206

ATTORNEY DOCKET NUMBER:	153.026
NAME OF SUBMITTER:	KENT R. ERICKSON
SIGNATURE:	/Kent R. Erickson/
DATE SIGNED:	06/12/2014

Total Attachments: 4

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> **PATENT** REEL: 033086 FRAME: 0980 502848551

ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which we acknowledge, we made the following assignment and promises to Aeromotive, Inc. ("Assignee"), a Kansas corporation having a principal place of business at 7805 Barton St., Lenexa, Kansas 66214, in connection with our invention of a new and original APPARATUS AND METHOD FOR MODIFYING A FUEL TANK TO ACCEPT AN IN-TANK FUEL PUMP ("Invention").

- 1. We assign, transfer, and convey to Assignee the entire right, title and interest in and to:
 - (a) the Invention;
 - (b) provisional application for United States Patent Serial No. 61/702,649 filed on September 18, 2012;
 - (c) the application for United States Letters Patent Serial No. 13/795, 718 filed by us on 3/12/2013 and claiming priority from provisional application No. 61/702,649 (we hereby authorize and request that the attorney(s) for assignee, insert in this assignment document the application number and filing date of said application once known);
 - (d) all applications for patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
 - (e) all patents which may be granted for the Invention in any country or countries foreign to the United States; and
 - (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or patent referred to above.
- 2. We authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all patents or similar legal protection for the Invention or improvements.
 - 3. We agree that, upon the request of Assignee, we will
 - (a) execute any and all divisional, continuation and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Invention or improvements;
 - (c) execute any application for reissue or extension of any patents that may be granted upon the application;
 - (d) cooperate to the best of our abilities in connection with any Interference proceeding, including but not limited to, cooperation in connection with

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- preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain a patent or patents on the Invention and vest all right in such patents in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.
- 4. We covenant and warrant that as of the date of this Assignment Agreement, we are the true and lawful owners of the entire right, title, and interest in the Invention, the provisional patent application, and any patents which may issue from an application claiming the benefit of the filing date of the provisional patent application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we have not executed and will not execute any agreement in conflict with this Assignment Agreement.
- 5. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

3-12-13	Jane
Date	Steven M. Matusek
Date	Shawn D. Wessol

ASSIGNMENT AGREEMENT

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 - (b) provisional application for United States Patent Serial No. 61/702,649 filed on September 18, 2012;
 - (c) the application for United States Letters Patent Serial No. 13/795,718 filed by us on 3/12/2013 and claiming priority from provisional application No. 61/702,649 (we hereby authorize and request that the attorney(s) for assignee, insert in this assignment document the application number and filing date of said application once known);
 - (d) all applications for patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
 - (e) all patents which may be granted for the Invention in any country or countries foreign to the United States; and
 - (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or patent referred to above.
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- preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
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Date	Steven M. Matusek
<i>3/11/2</i> 013	Su D Want
Date	Shawn D. Wessol