

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3022278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TAYLOR PRECISION PRODUCTS, INC.	11/12/2013
RECEIVING PARTY DATA	
Name:	METROKANE, INC.
Street Address:	150 EAST 58TH STREET
Internal Address:	27TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10155
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13368700
CORRESPONDENCE DATA	
Fax Number:	(248)358-3351
<i>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.</i>	
Phone:	248-358-4400
Email:	dhays@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN P.C.
Address Line 1:	1000 TOWN CENTER
Address Line 2:	22ND FLOOR
Address Line 4:	SOUTHFIELD, MICHIGAN 48075
ATTORNEY DOCKET NUMBER:	MKN 0101 PUSP
NAME OF SUBMITTER:	MATTHEW M. JAKUBOWSKI
SIGNATURE:	/MATTHEW M. JAKUBOWSKI/
DATE SIGNED:	09/15/2014
Total Attachments: 4	
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION

AGREEMENT (this "Agreement") dated as of November 12, 2013 by and between Metrokane, Inc., a New York corporation ("Assignor"), and Taylor Precision Products, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (as amended from time to time, the "Purchase Agreement"), Assignor agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee agreed to acquire from Assignor the Purchased Assets, and Assignee agreed to assume and become responsible for the Assumed Liabilities, in each case upon the other terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, each of Assignor and Assignee desires to execute and deliver this Agreement to effect and evidence (i) the sale, transfer and assignment by Assignor to Assignee of the Purchased Assets and (ii) the assumption by Assignee of the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement.

2. Transfer of Purchased Assets and Assumption of Assumed Liabilities.

(a) Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, effective as of the date hereof (the "Effective Time"), all of Assignor's right, title and interest in and to the Purchased Assets on the terms and subject to the conditions set forth in the Purchase Agreement.

(b) Assignee hereby assumes and becomes responsible for the Assumed Liabilities, effective as of the Effective Time, on the terms and subject to the conditions set forth in the Purchase Agreement. Assignee shall pay, perform, honor and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms thereof.

(c) For the avoidance of doubt, the assumption of liabilities described in Section 2(b) above shall not apply to, and the Assignee does not assume and does not undertake to pay, perform, honor or discharge, the Excluded Liabilities.

(d) Subject to Section 3 of this Agreement, Assignee may contest any claim with respect to an Assumed Liability, and the Assignee shall have any rights which Assignor may have or have had to defend or contest any such claim.

3. Governance. This Agreement is being delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement. Notwithstanding any other provision of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement, nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. In the event that any term or condition of this Agreement conflicts with any term or condition of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail in all respects.

4. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the parties hereto and the respective successors and permitted assigns of the foregoing.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party hereto.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

7. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

8. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TAYLOR PRECISION PRODUCTS, INC.

By:  _____

Name: Rob Kay

Title: Senior Operating Partner

METROKANE, INC.

By: _____

Name:

Title:

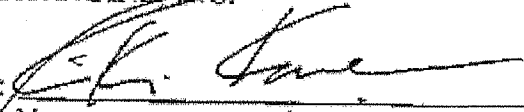
[SIGNATURE PAGE TO BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TAYLOR PRECISION PRODUCTS, INC.

By: _____
Name:
Title:

METROKANE, INC.

By: 
Name: _____
Title: President
