

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3028186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ECONTROLS, LLC	09/30/2009

RECEIVING PARTY DATA

Name:	ENOVATION CONTROLS, LLC
Street Address:	5311 SOUTH 122ND EAST AVENUE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74146

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	6371092
Patent Number:	5700171
Patent Number:	7229330
Patent Number:	7465203
Patent Number:	7485021
Patent Number:	7491104
Patent Number:	7494393
Patent Number:	7494394
Patent Number:	7877174
Patent Number:	8145372
Patent Number:	8521348
Patent Number:	8475221
Patent Number:	7131431
Patent Number:	8006668
Patent Number:	8136506
Patent Number:	8176897
Patent Number:	8286611

CORRESPONDENCE DATA

Fax Number: (210)244-8944

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

PATENT

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

Phone: 210.244.8844
Email: wquirk@rpsalaw.com
Correspondent Name: WILLIAM H. QUIRK
Address Line 1: 755 E. MULBERRY AVE., STE. 200
Address Line 4: SAN ANTONIO, TEXAS 78212

ATTORNEY DOCKET NUMBER:	81211.00004
NAME OF SUBMITTER:	WILLIAM H. QUIRK
SIGNATURE:	/William H. Quirk/
DATE SIGNED:	09/18/2014

Total Attachments: 2
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**TRANSFER, ASSIGNMENT AND DISTRIBUTION
AND
ASSUMPTION AGREEMENT**

(ECONTROLS)

THIS TRANSFER, ASSIGNMENT AND DISTRIBUTION AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of 12:01 a.m. on the 1st day of January, 2013 (the "Effective Date"), by and between Enovation Controls, LLC, an Oklahoma limited liability company ("Parent"), and EControls, LLC, a Texas limited liability company ("Subsidiary").

WHEREAS, as the sole member of Subsidiary, Parent authorized (1) the distribution by Subsidiary to Parent of all of Subsidiary's right, title and interest, of every kind and character whatsoever, in and to all of its assets, including without limitation equipment, contracts, inventory, accounts receivable, notes receivable, patents and other intangibles (the "Transferred Assets"), subject to any and all obligations and liabilities related to or arising in connection with the Transferred Assets; provided, that the Transferred Assets shall not include any of the contracts listed on **Exhibit A** hereto, and (2) the transfer of employment of all of Subsidiary's employees to Parent (the "Transferred Employees"), effective as of the Effective Time, subject to the full continuation by Parent of all of such employees' employee benefit plans and programs and crediting each employee as if each such employee had been employed by Parent from the date of such employee's employment with Subsidiary; and

WHEREAS, Parent has agreed to assume certain of Subsidiary's liabilities; and

WHEREAS, Subsidiary desires to transfer, assign and distribute its rights to and under the Transferred Assets to Parent and further desires that Parent assume all of Subsidiary's duties, obligations and liabilities thereunder arising from and after the date hereof, including without limitation all of Subsidiary's obligations and liabilities with respect to the Transferred Employees and the continuation of employee benefit plans and programs, crediting each Transferred Employee with respect to such plans and programs as if each such Transferred Employee had been employed by Parent from the date of each such Transferred Employee's employment with Subsidiary (the "Employee Obligations"); and

WHEREAS, Parent desires to accept the assignment of Subsidiary's rights under the Transferred Assets and desires to assume all of Subsidiary's duties, obligations and liabilities thereunder arising from and after the date hereof,

WHEREAS Parent desires to accept the Transferred Employees and desires to assume the Employee Obligations;

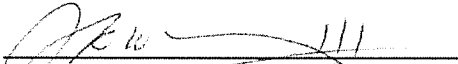
NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, Subsidiary hereby transfers, assigns and distributes to Parent, its successors and assigns, all of Subsidiary's right, title and interest in and to the Transferred Assets and transfers to Parent all of the Transferred Employees, and Parent hereby accepts such transfer,

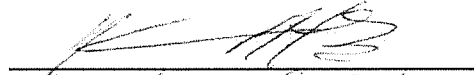
assignment and distribution, accepts the Transferred Employees, and assumes and agrees to perform all of Subsidiary's duties, obligations and liabilities related to the Transferred Assets and the Employee Obligations arising from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ENOVATION CONTROLS, LLC

ECONTROLS, LLC

By: 
Name: Frank W. Murphy III
Title: Executive Chairman

By: 
Name: Kenyon Graystone
Title: President