

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3056409

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LPC ACQUISITIONS, L.L.C.	03/16/2012
RECEIVING PARTY DATA	
Name:	FEDERAL-MOGUL POWERTRAIN, INC.
Street Address:	27300 WEST 11 MILE ROAD
Internal Address:	TOWER 300 - METRO OFFICE COMPLEX
City:	SOUTHFIELD
State/Country:	MICHIGAN
Postal Code:	48034
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61596426
Patent Number:	7410550
Patent Number:	6705669
CORRESPONDENCE DATA	
Fax Number:	(248)433-7274
<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:	248-433-7200
Email:	mcharlebois@dickinsonwright.com
Correspondent Name:	ROBERT L. STEARNS
Address Line 1:	2600 WEST BIG BEAVER ROAD
Address Line 2:	SUITE 300
Address Line 4:	TROY, MICHIGAN 48084
ATTORNEY DOCKET NUMBER:	710240-3437
NAME OF SUBMITTER:	ROBERT L. STEARNS
SIGNATURE:	/Robert L. Stearns/
DATE SIGNED:	10/08/2014
Total Attachments: 3	
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source=710240-3437 Assignment#page2.tif	

Assignment Of Patent Rights

Effective March 11, 2012 (the "Effective Date"),

LPC ACQUISITIONS, L.L.C., an Ohio limited liability company ("Assignor"),

and

FEDERAL-MOGUL POWERTRAIN, INC., a Michigan corporation ("Assignee"),

each a "Party" and collectively the "Parties," agree as follows:

BACKGROUND:

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of March 6, 2012 (the "Purchase Agreement" (each capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement)), pursuant to which Assignee has agreed to purchase from Assignor certain assets used by Assignor in the production of products utilized in the Business.

B. In connection with the Purchase Agreement, Assignor has agreed to convey to Assignee the patents and patent applications listed on Appendix A attached hereto (collectively referred to as the "Patents").

C. Intending to be legally bound, and in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS:

1. Assignment. Pursuant to Section 2.5 of the Purchase Agreement, and subject to Section 2 hereof, Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Patents, including all divisions, continuations, reissues, and extensions thereof and all rights of priority resulting from the filing of the Patents and the right to bring suit and collect damages for past infringements thereof.

2. Terms of Purchase Agreement Control. Nothing contained in this Assignment of Patent Rights shall in any way supersede, modify, replace, amend, rescind, waive, narrow or broaden any provision set forth in the Purchase Agreement or any of the rights, remedies or obligations arising therefrom. This Assignment of Patents Rights shall in all ways be governed by, and subject to, the Purchase Agreement.

3. Further Assurances. Assignee shall promptly record this Assignment of Patent Rights (or such suitable short form assignment or notice as may be applicable) at the United States Patent and Trademark Office and any comparable patent office in any foreign country in which any of the Patents are filed and/or registered to change the name and address of record for such Patents or to take promptly such other action as may be advisable to ensure that all correspondence regarding the Patents will be sent to Assignee. Assignor agrees that on request and without further consideration, but at the expense of the Assignee, Assignor will communicate to Assignee or its representatives or nominees any facts known to Assignor respecting improvements and to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally aid the

Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protection for said Patents in all countries. Assignee acknowledges that Assignor shall have no obligation to maintain the Patents after the date hereof, and Assignor shall have no liability to Assignee in the event of any failure or termination of the Patents after the date hereof, including without limitation any abandonment of an application or termination of a Patent for failure to prosecute or pay any applicable fees after the date hereof.

4. **Miscellaneous.** This Assignment of Patent Rights (a) is executed pursuant to the Purchase Agreement and may be executed in multiple counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one instrument, (b) shall be governed by and in accordance with the internal laws of the State of Michigan, without regard to the principles of conflicts of law thereof, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Capitalized terms used herein without definition shall have the respective meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment of Patent Rights to be duly executed as of the date first written above.

FEDERAL-MOGUL POWERTRAIN, INC.

By: 

Printed Name: Mary Ann Fick

Title: Intellectual Property Counsel

LPC ACQUISITIONS, L.L.C.

By: 

Printed Name: Michael J. Sherwin

Title: President

Assignment Of Patent Rights

Appendix A – Patents and Patent Applications ("Patents")

Title	Country	Current Owner	Status	Appln No.
Thermally Resistant Convolutd Tubing	USA	LPC Acquisitions, LLC	Prov'l filing 08-Feb-2012	61/596426
Flexible Insulating Sieve	USA	LPC Acquisitions, LLC	Granted 12-Aug-2008	7,410,550
Energy Absorber	USA	LPC Acquisitions, LLC	Granted 16-Mar-2004	6,705,669