

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3343043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRANSONIC COMBUSTION, INC.	03/18/2015
RECEIVING PARTY DATA	
Name:	ECOMOTORS, INC.
Street Address:	17000 FEDERAL DRIVE
Internal Address:	SUITE 200
City:	ALLEN PARK
State/Country:	MICHIGAN
Postal Code:	48101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14206792
CORRESPONDENCE DATA	
Fax Number:	(616)742-3999
<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:	616-742-3934
Email:	mbernth@btlaw.com
Correspondent Name:	MONICA BERNTH
Address Line 1:	171 MONROE AVENUE NW
Address Line 2:	SUITE 1000
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503
ATTORNEY DOCKET NUMBER:	66651-235159
NAME OF SUBMITTER:	JEFFREY A. MICHAEL
SIGNATURE:	/JEFFREY A. MICHAEL/
DATE SIGNED:	05/07/2015
Total Attachments: 25	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Art Unit: 3747

Confirmation No.: 3677

Application No.: 14/206,792

Title: ENHANCED ENGINE
PERFORMANCE WITH FUEL
TEMPERATURE CONTROL

Inventor: Shizuo Sasaki

Filing Date: March 12, 2014

Attorney
Docket No: 66651-235159

Submitted: May 7, 2015

**Submission Accompanying Recordation of
New Assignment for U.S. Patent Application No. 14/206,792**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The owner by assignment, EcoMotors, Inc., of U.S. Patent Application No. 14/206,792 respectfully requests recordation of the attached assignment. To this end, the owner, EcoMotors, Inc., submits the following evidence establishing the chain of title thereto from the sole named inventor, Shizuo Sasaki.

1. All rights, title and interest in and to U.S. Patent Application Ser. No. 14/206,792 were assigned by the sole inventor, Shizuo Sasaki, to Transonic Combustion, Inc. in an assignment dated March 19, 2014 and recorded on March 19, 2014 at reel 032538, frame 0086.

2. All rights, title and interest to "Purchased Intellectual Property" was assigned by Transonic Combustion, Inc. to EcoMotors, Inc. in an assignment attached as Exhibit C to an Asset Purchase Agreement dated March 18, 2015 (both attached hereto with the Asset Purchase Agreement in redacted form), between Transonic Combustion, Inc. and EcoMotors, Inc.

3. As defined at page 3 of the Asset Purchase Agreement, "Purchased Intellectual Property" means all Intellectual Property owned or purportedly owned by Seller" ("Seller" defined at page 1 of the Asset Purchase Agreement as Transonic Combustion, Inc.).

4. As defined at page 2 of the Asset Purchase Agreement, "Intellectual Property" means all right, title and interest in or relating to any intellectual property rights . . . including without limitation the following and any rights relating thereto: (i) all patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof (collectively, "Patents")."

5. As recited at page 4 of the Asset Purchase Agreement (i.e., Section 2.1(b) thereof), the "Purchaser" ("Purchaser" defined at page 1 of the Asset Purchase Agreement as EcoMotors, Inc.) acquired, and Seller assigned, at the Closing ("Closing" defined at page 5 of the Asset Purchase Agreement (i.e., Article IV, Section 4.1) as "10:00 a.m. (Pacific Standard Time) on the date hereof," i.e., 10:00 a.m. on March 18, 2015), all right, title and interest in, to and under the "Purchased Assets," which include the "Purchased Intellectual Property."

6. As recited at page 6 of the Asset Purchase Agreement (i.e., Sections 5.6 and 5.7), "Seller is the sole owner of and has good title to each of the Purchased Assets" and "there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating the Purchased Intellectual Property."

7. As recited at page 4 of the Asset Purchase Agreement (i.e., Section 2.5), all rights, titles and interests intended to be conveyed to Purchaser (i.e., EcoMotors, Inc.) are set forth in the Asset Purchase Agreement and the "Transfer Documents," and "Transfer Documents" is defined at page 3 of the Asset Purchase Agreement as "the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C."

8. Because Transonic Combustion, Inc. was the sole owner of all right, title and interest to U.S. Patent Application 14/206,792 prior to 10:00 a.m. on March 18, 2015, and because U.S. Patent Application No. 14/206,792 is "Purchased Intellectual

Property” as defined in the Asset Purchase Agreement, the “Assignment Agreement” attached as Exhibit C to the Asset Purchase Agreement establishes transfer of ownership of all rights, title and interest to U.S. Patent Application No. 14/206,792 from Transonic Combustion, Inc. to EcoMotors, Inc. as of 10:00 a.m. (Pacific Standard Time) March 18, 2015.

9. EcoMotors, Inc. is therefore now the sole owner of all right, title and interest to U.S. Patent Application No. 14/206,792 as evidenced by the following chain of title thereto:

(a) Assignment by the sole inventor, Shizuo Sasaki, of all right, title and interest to U.S. Patent Application Ser. No.14/206,792, which was recorded by the USPTO on March 19, 2014 at reel 032538, frame 0086,

(b) Subsequent assignment of all right, title and interest to U.S. Patent Application No. 14/206,792 by Transonic Combustion, Inc. to EcoMotors, Inc. pursuant to the attached Asset Purchase Agreement and the Assignment Agreement attached thereto as Exhibit C.

Respectfully submitted,



Jeffrey A. Michael
Registration No. 37,394
Barnes & Thornburg LLP
171 Monroe Avenue, N.W., Suite 1000
Grand Rapids, MI 49503
Telephone: (616) 742-3925
Fax: (616) 742-3999

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the "**Agreement**"), dated as of March 18, 2015, between Transonic Combustion, Inc., a Delaware corporation ("**Seller**"), and EcoMotors, Inc., a Delaware corporation ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means all right, title and interest in or relating to any intellectual property rights, contract rights, or other proprietary rights, whether protected, created or arising under the laws of the United States or any other jurisdiction, including without limitation the following and any rights relating thereto: (i) all patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof (collectively, **“Patents”**);

[REDACTED]

[REDACTED]

[REDACTED]

“Purchased Intellectual Property” means all Intellectual Property owned or purportedly owned by Seller.

[REDACTED]

“Transfer Documents” means [REDACTED] the Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit C [REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II

PURCHASE AND SALE OF ASSETS [REDACTED]

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser all right, title and interest in, to and under the Purchased Assets. "Purchased Assets" shall mean the following:

[REDACTED]

(b) the Purchased Intellectual Property;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.5 Further Conveyances and Assumptions; Consent of Third Parties. From time to time following the Closing, Seller and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its successors or assigns, all of the rights, titles and interests intended to be conveyed to Purchaser under this Agreement and the Transfer Documents, and to otherwise make effective the transactions contemplated hereby and thereby.

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE IV

CLOSING

4.1 Closing Date. The consummation of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the "Closing") shall take place electronically at 10:00 a.m. (Pacific Standard time) on the date hereof (the "Closing Date").

[REDACTED]

[REDACTED]

[REDACTED]

5.6 Title to Purchased Assets. Seller is the sole owner of and has good title to each of the Purchased Assets, free and clear of all Liens other than Permitted Exceptions. Seller has not previously transferred or licensed or given any right with respect to any Purchased Assets.

5.7 Intellectual Property.

[REDACTED]

[REDACTED] Other than with respect to generally commercially available software products under standard end-user object code license agreements with a license fee of less than \$5,000, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Purchased Intellectual Property, nor is the Seller bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person.

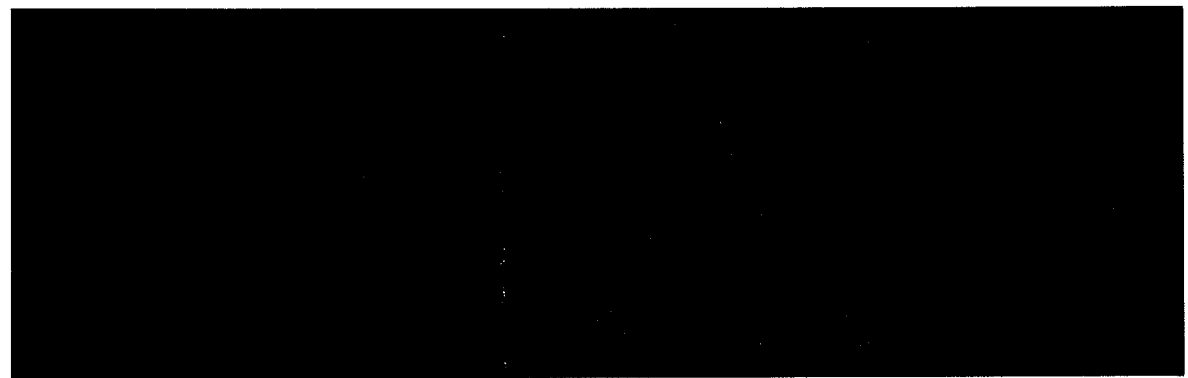
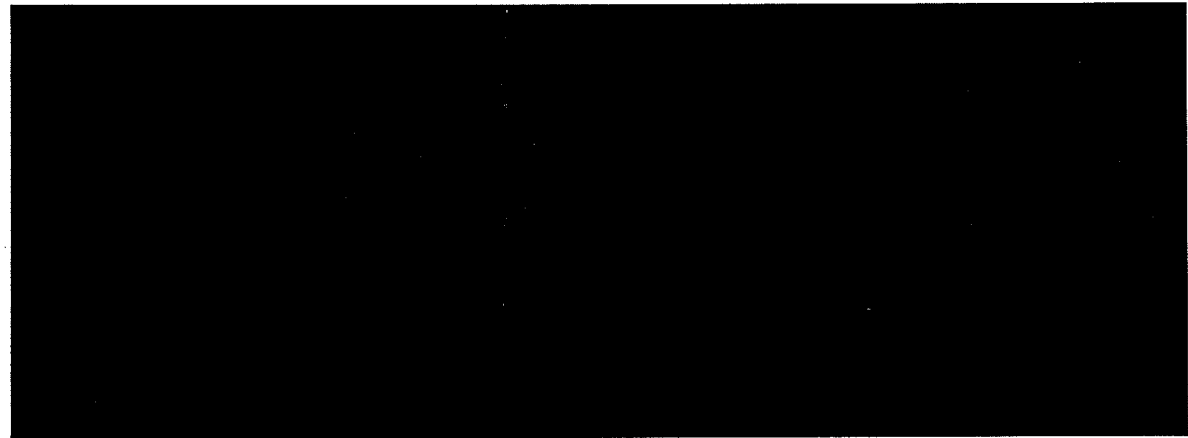
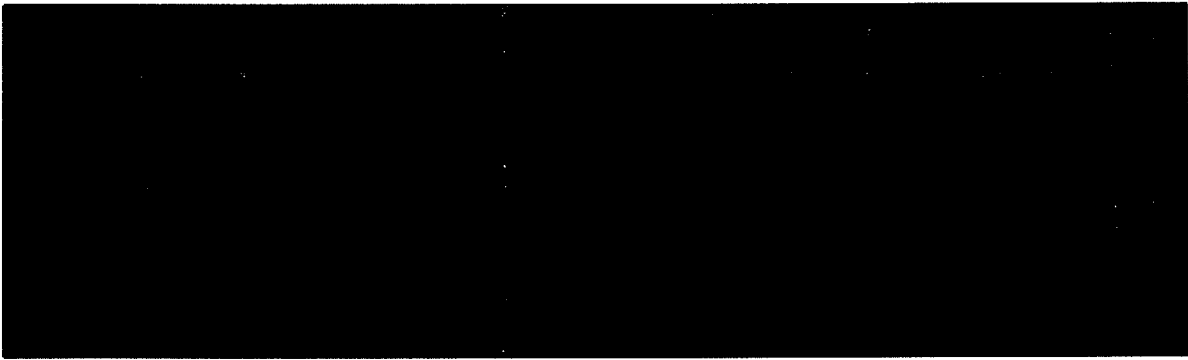
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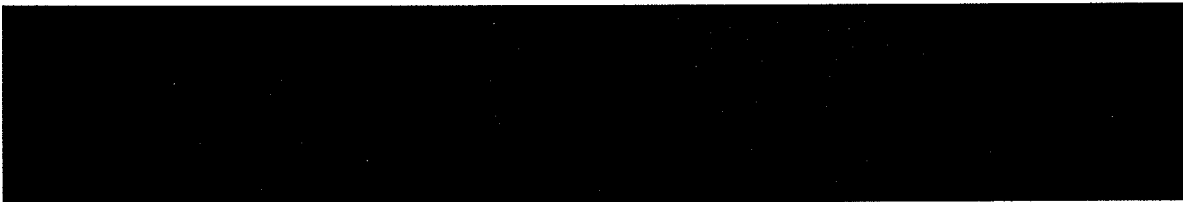
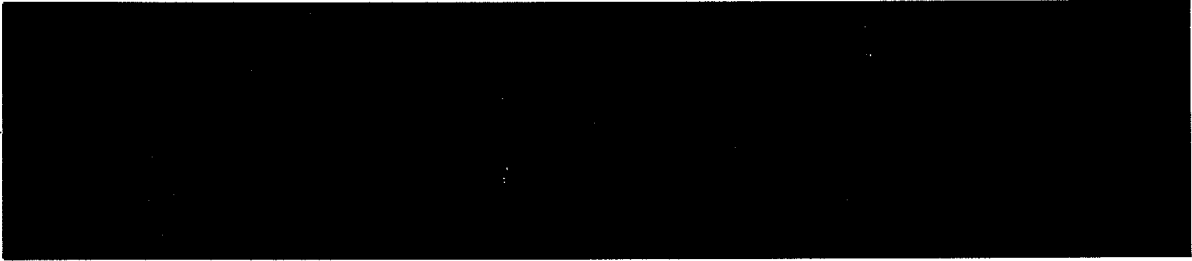
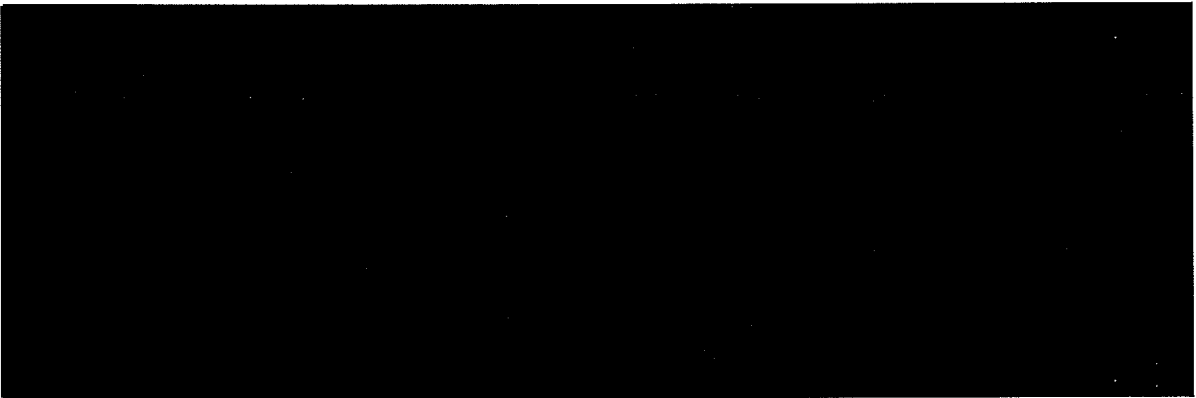
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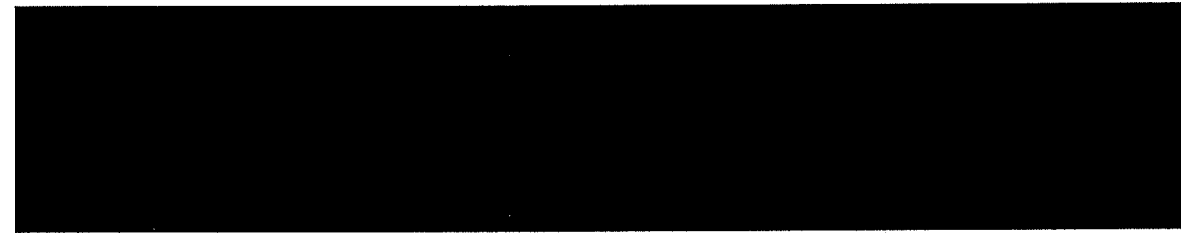
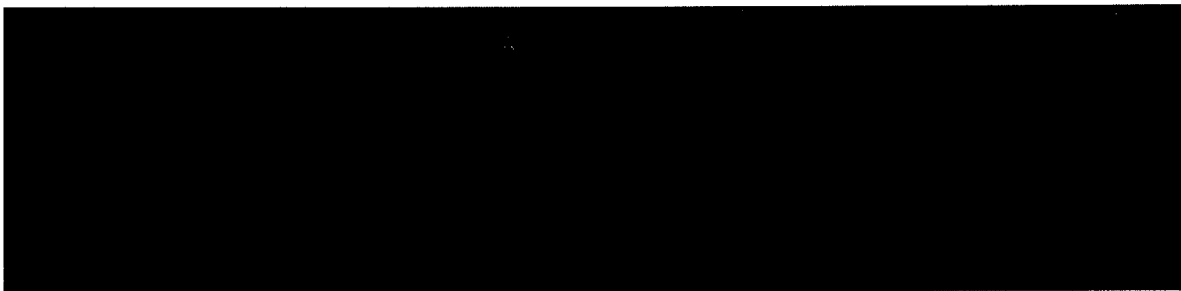
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[REDACTED]

[REDACTED]

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[REDACTED]

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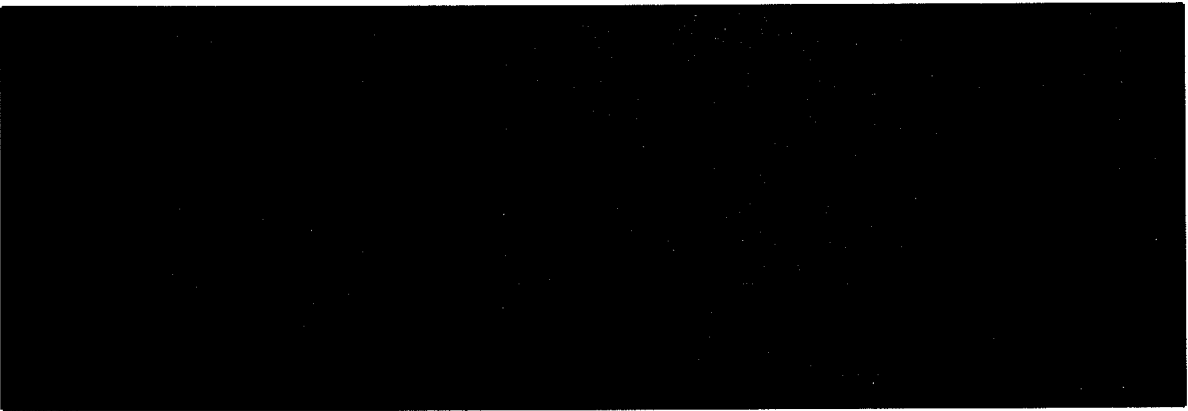
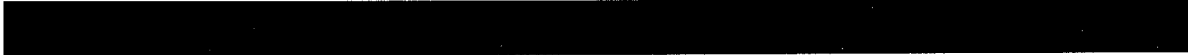
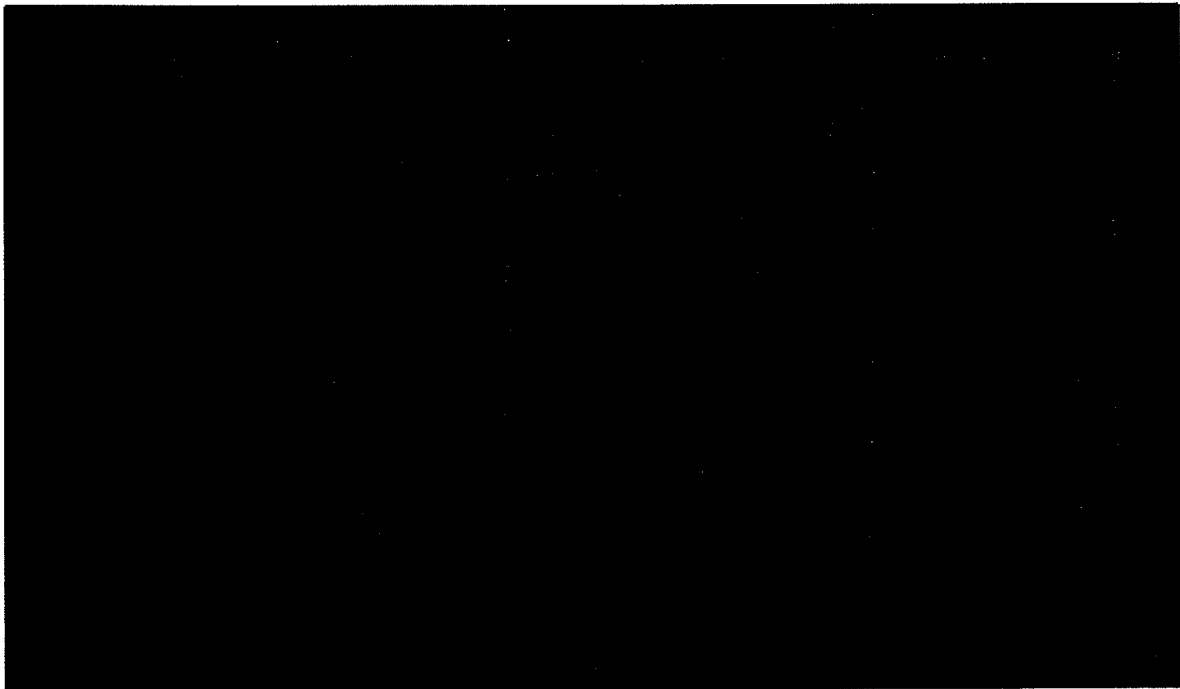
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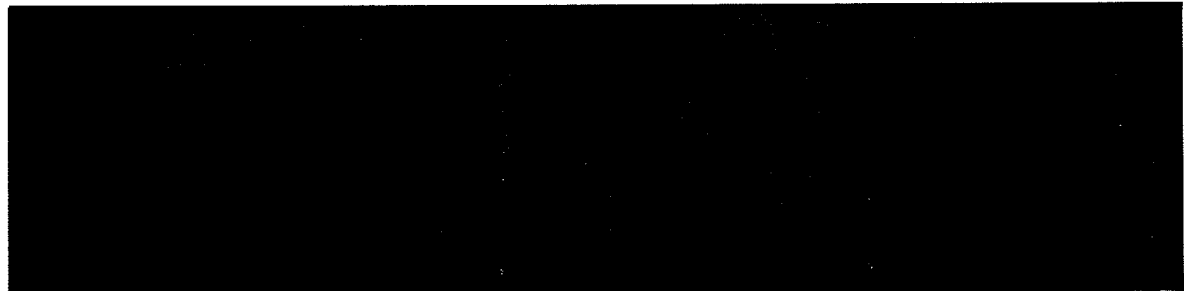
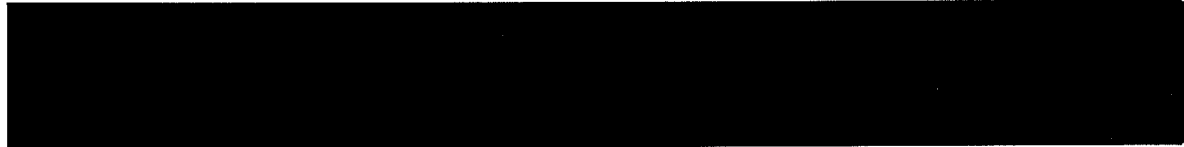
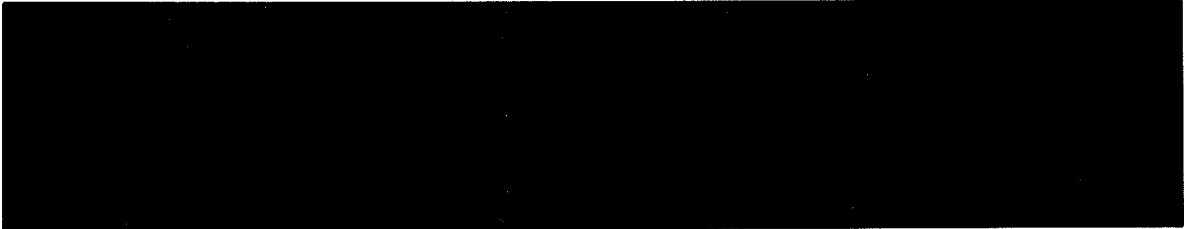
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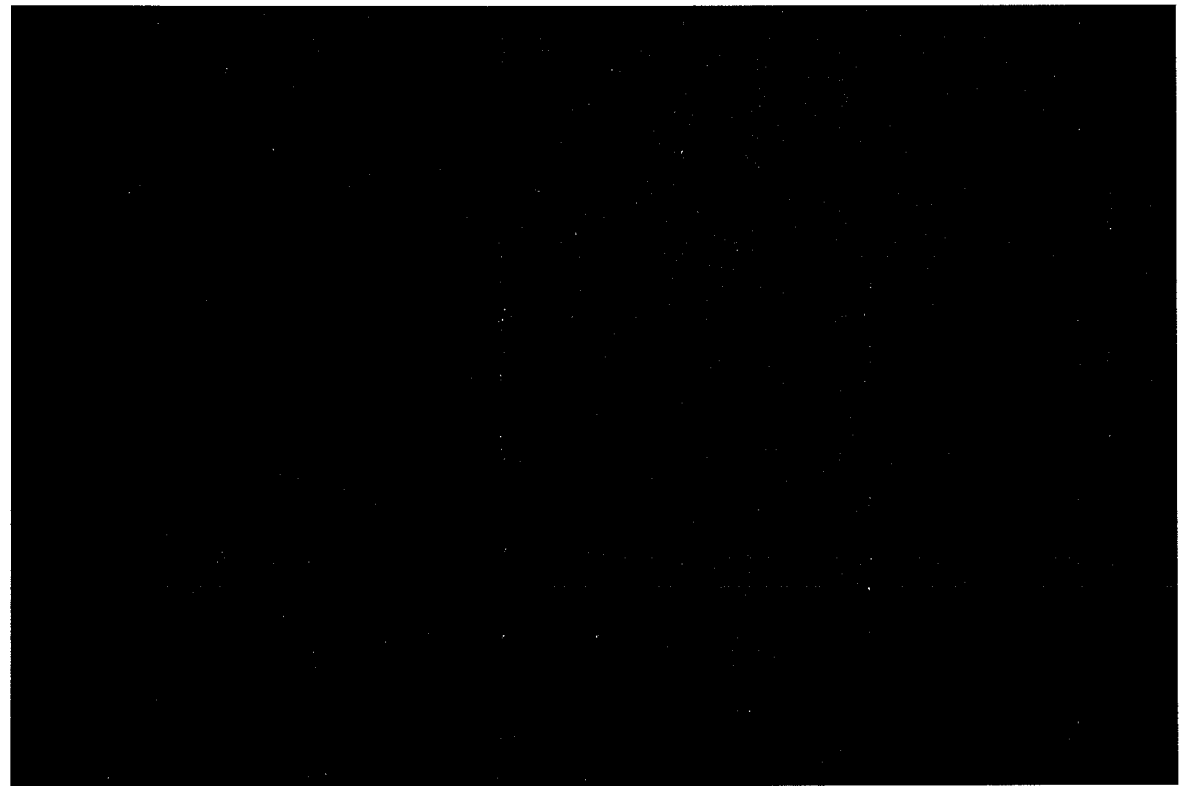
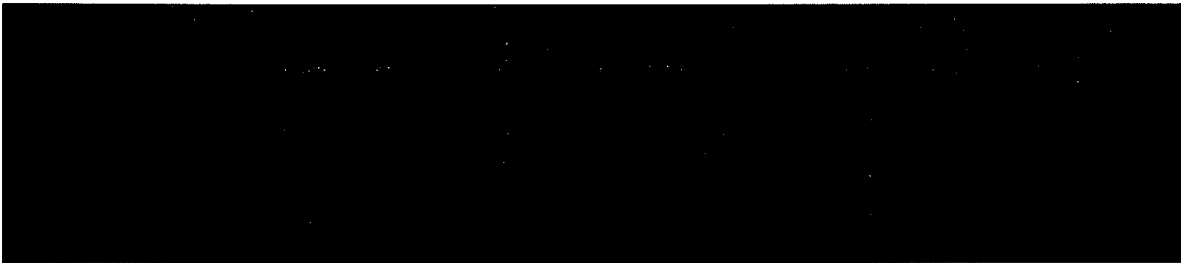
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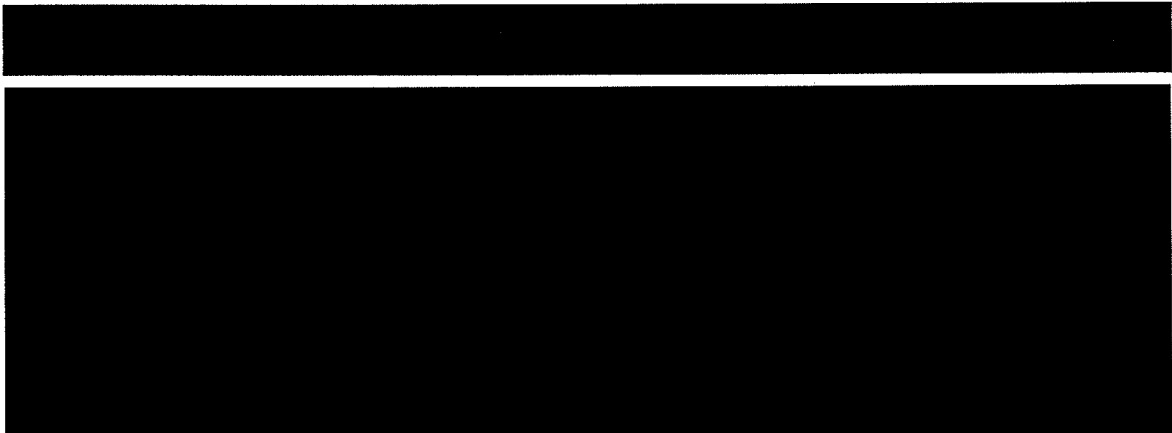
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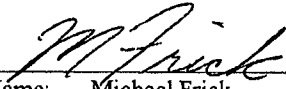


10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

SELLER

By: 
Name: Michael Frick
Title: President

PURCHASER

By: _____
Name: Amit Soman
Title: Chief Executive Officer

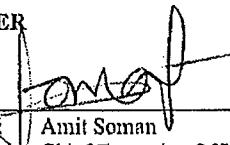
(Signature Page to Asset Purchase Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the date first written above.

SELLER

By: _____
Name:
Title:

PURCHASER

By:  _____
Name: Amit Soman
Title: Chief Executive Officer

(Signature Page to Asset Purchase Agreement)

Exhibit C

IP ASSIGNMENT AGREEMENT



ASSIGNMENT AGREEMENT

This Assignment Agreement (this "**Agreement**") is entered into this 18th day of March, 2015 ("**Effective Date**") by and between Transonic Combustion, Inc. (the "**Assignor**") and EcoMotors, Inc. (the "**Company**").

WHEREAS, the Company and the Assignor have entered into that certain Asset Purchase Agreement dated the date hereof (the "**Purchase Agreement**") pursuant to which the Company has purchased from the Assignor, and the Assignor has sold to the Company, the Purchased Intellectual Property (as defined in the Purchase Agreement).

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

1. ASSIGNMENT.

1.1 Assignor hereby assigns to the Company all rights, title and interest to the Purchased Intellectual Property, which includes, without limitation, all intellectual property rights throughout the world associated with the Purchased Intellectual Property. The foregoing assignment shall be referred to herein as the "**Assignment**."

1.2 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "**Moral Rights**"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignor hereby waives and agrees not to assert such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. Assignor shall confirm any such waivers and consents from time to time as requested by the Company.

1.3 Assignor agrees to assist the Company in every proper way to evidence and perfect the Assignment and to apply for and obtain and from time to time, as may be necessary, to enforce, maintain and defend the Purchased Intellectual Property in any and all countries the Company may designate from time to time.

1.4 In the event that the Company is unable for any reason whatsoever to secure Assignor's signature on any document Assignor is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and in his behalf and instead of himself, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

2. NO ENLARGEMENT. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. GENERAL PROVISIONS.

3.1 Notices. Any notice required in connection with this Agreement shall be given in writing and deemed effective upon delivery or upon deposit in the United States mail, postage prepaid

and addressed to the party entitled to such notice at the address indicated below such party's signature line on this Agreement, at such other address as such party may designate by ten days' advance written notice under this Section 3.1 to all other parties to this Agreement or at the address of such party as reflected in the Company's records.

3.2 No Waiver; Amendment. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. This Agreement may be amended or modified only by a writing executed by the Company and the Assignor.

3.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

3.4 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.5 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations or covenants except as specifically set forth herein or therein.

3.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date above.

EcoMotors, Inc.

By: 

Name: ~~Anil Soman~~

Title: Chief Executive Officer

ASSIGNOR

By: _____

Name:

Title:

Address:

461 Calle San Pablo
Camarillo, CA 93012

(Signature Page to IP Assignment Agreement)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date above.

EcoMotors, Inc.

By: _____

Name: Amit Soman

Title: Chief Executive Officer

ASSIGNOR

By:  _____

Name: Michael Frick

Title: President

Address:

461 Calle San Pablo
Camarillo, CA 93012

(Signature Page to IP Assignment Agreement)