

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3421469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HADLEY PRODUCTS CORPORATION	06/30/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ELKHART BRASS MANUFACTURING COMPANY, INC.	
<b>Street Address:</b>	6800 EAST 163RD STREET	
<b>City:</b>	BELTON	
<b>State/Country:</b>	MISSOURI	
<b>Postal Code:</b>	64012	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7419199
	<b>Application Number:</b>	14254351
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	212 728 8489	
<b>Email:</b>	tthieme@willkie.com	
<b>Correspondent Name:</b>	TARA THIEME	
<b>Address Line 1:</b>	787 SEVENTH AVE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019	
<b>ATTORNEY DOCKET NUMBER:</b>	122577-00010	
<b>NAME OF SUBMITTER:</b>	TARA THIEME	
<b>SIGNATURE:</b>	/Tara Thieme/	
<b>DATE SIGNED:</b>	07/01/2015	
<b>Total Attachments: 5</b>		
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source=Sterling - SF - Hadley - Patent Assignment Agreement (3)#page5.tif		

## PATENT ASSIGNMENT AGREEMENT

**THIS PATENT ASSIGNMENT AGREEMENT** ("Patent Assignment") is made as of June 30, 2015 by and between Hadley Products Corporation, a Michigan corporation ("Seller"), and Elkhart Brass Manufacturing Company, Inc., an Indiana corporation ("Purchaser"). Each of Seller and Purchaser is individually referred to from time to time herein as a "Party" and collectively as the "Parties."

**WHEREAS**, Purchaser and Seller have entered into a Purchase and Sale Agreement dated as of even date herewith (the "Purchase Agreement"), whereby Purchaser will acquire from Seller the ownership of and rights in and to the Purchased Assets (as defined in the Purchase Agreement); and

**WHEREAS**, pursuant to the Purchase Agreement, Seller has transferred, assigned, conveyed, sold and delivered to Purchaser, among other assets, certain intellectual property of Seller, including, without limitation, those patents and patent applications listed on the attached Schedule 1, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

**NOW, THEREFORE**, in connection with the Parties' obligations set forth in the Purchase Agreement, the Parties hereby agree as follows:

**1. Definitions.** Capitalized terms used in this Patent Assignment that are not defined in the body of this Patent Assignment have the meanings given to them in the Purchase Agreement.

**2. Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably transfers, assign, conveys, sells and delivers to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**3. Recordation and Further Actions.** Seller authorizes the Commissioner for Patents in the United States Patent and Trademark Office and any other governmental officials to record and register this Patent Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Purchaser, or any assignee or successor thereto.

**4. Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, exhibits, agreements, notice procedures, and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, exhibits, agreements, notice procedures and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**5. Counterparts.** This Patent Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Patent Assignment by exchange of facsimile or other electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

**6. Enforcement.** The failure of either Party to enforce any terms or provisions of this Patent Assignment will not waive any rights under such terms and provisions.

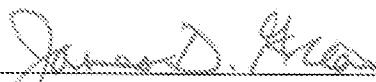
**7. Successors and Assigns; Assignment; No Third-Party Beneficiaries.** This Patent Assignment will inure to the benefit of and be binding upon the successors and assigns of the Parties. Neither this Patent Assignment nor any of the rights, interests or obligations hereunder will be assignable by (i) Seller without the prior written consent of Purchaser, or (ii) Purchaser without the prior written consent of Seller; provided, however, Purchaser may (A) assign its rights under this Patent Assignment to any affiliate of Purchaser or to any future purchaser of Purchaser or its assets or (B) collaterally assign any or all of its rights and interests hereunder to one or more lenders of Purchaser or its affiliates. Nothing in this Patent Assignment will confer upon any person not a party to this Patent Assignment any rights or remedies of any nature or kind whatsoever under or by reason of this Patent Assignment.

**8. Governing Law.** This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

**HADLEY PRODUCTS CORPORATION**

By:   
Name: James D. Green  
Title: Vice President and Secretary

**AGREED TO AND ACCEPTED:**

**ELKHART BRASS MANUFACTURING  
COMPANY, INC.**

By: \_\_\_\_\_  
Name: Charles Gessler  
Title: President and Secretary

[Signature Page to Hadley Patent Assignment Agreement]

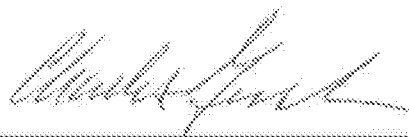
IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

HADLEY PRODUCTS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED:

ELKHART BRASS MANUFACTURING  
COMPANY, INC.

By:  \_\_\_\_\_  
Name: Charles Gessler  
Title: President and Secretary

**Schedule 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**FILED PATENT:**

U.S. Patent No. 7,419,199 Assignment—Recorded July 3, 2006 at Reel 017868, Frame 0385;  
Assignor Christopher M. Dutton; Assignee Hadley Products

**PATENT APPLICATION:**

U.S. Published Patent Application 2014/0319305 Assignment—Recorded April 16, 2014 at Reel  
032687, Frame 0708; Assignors Christopher M. Dutton and Daniel L. Cook; Assignee Hadley  
Products Corporation