

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3441830

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VEYANCE TECHNOLOGIES, INC.		06/22/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	STEMCO KAISER INCORPORATED	
<b>Street Address:</b>	4641 INDUSTRIAL DR.	
<b>City:</b>	MILLINGTON	
<b>State/Country:</b>	MICHIGAN	
<b>Postal Code:</b>	48746	
<b>PROPERTY NUMBERS Total: 19</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	5580033	
Patent Number:	6123325	
Patent Number:	5934652	
Patent Number:	6460836	
Patent Number:	6234460	
Patent Number:	6402128	
Patent Number:	6926264	
Patent Number:	6786476	
Patent Number:	8915508	
Application Number:	14061874	
Application Number:	14066815	
Application Number:	14085298	
Application Number:	14085325	
Application Number:	14098866	
Application Number:	14133754	
Application Number:	14200150	
Application Number:	14248703	
Application Number:	14248708	
Application Number:	62062767	

**CORRESPONDENCE DATA****Fax Number:** (303)291-2400

*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.*

**Phone:** 3032912300**Email:** patentprocurement@perkinscoie.com**Correspondent Name:** BRIAN KINNEAR**Address Line 1:** P. O. BOX 1247**Address Line 2:** PATENT - SEA**Address Line 4:** SEATTLE, WASHINGTON 98111-1247

<b>ATTORNEY DOCKET NUMBER:</b>	089143-8054-8072
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<b>NAME OF SUBMITTER:</b>	BRIAN KINNEAR
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<b>SIGNATURE:</b>	/BRIAN KINNEAR/
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<b>DATE SIGNED:</b>	07/16/2015
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**Total Attachments: 6**

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**SCHEDULE A-1**  
**PATENT ASSIGNMENT**

This PATENT ASSIGNMENT (this "Patent Assignment"), is made and entered into July 1, 2015, by and between Veyance Technologies, Inc., a Delaware corporation ("Assignor") and STEMCO Kaiser Incorporated, a Michigan corporation ("Assignee"). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in that certain Asset and Share Purchase Agreement by and among Assignor, Assignee, and additional Buyer and Seller entities, dated as of June 22, 2015 (the "Purchase Agreement").

WHEREAS, Assignor, Assignee and certain of their Affiliates are parties to the Purchase Agreement, pursuant to which Assignee and certain of its Affiliates agreed to purchase the Transferred Assets from Assignor and certain of its Affiliates (as defined in the Purchase Agreement);

WHEREAS, Assignee desires to acquire all of Assignor's (and all of the Asset Sellers') right, title and interest in and to certain of the Patents as described in the Purchase Agreement, relevant portions of which are attached hereto as Schedule A (the "Assigned Patents").

NOW THEREFORE, for the consideration stated in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers (and will cause the Asset Sellers to sell, assign, transfer, convey and deliver) to Assignee all of Assignor's and the Asset Sellers' right, title and interest as of the Closing Date in, to and under the Assigned Patents including: (i) any and all patents and patent applications claiming priority from the Assigned Patents (for the avoidance of doubt, solely in the jurisdictions listed in Schedule A); (ii) all divisional, continuation, continuation-in-part, substitute, request for continued examination, renewal, reexamination, reissue, and other related extensions and applications thereto (including any and all foreign counterpart patents and applications) which have been or may be filed in the United States or any other jurisdiction listed in Schedule A; (iii) all patents (including reissues and re-examinations), which may be granted on any of the foregoing; and (iv) all rights of priority in any of the foregoing, together with all rights to recover damages for past and present infringements and any other causes of action related to any of the foregoing, including but not limited to infringement of Assignor's or the Asset Sellers' provisional rights therein.
2. Assignor shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the assignment contemplated by this Patent Assignment as promptly as practicable. Assignor further agrees (and will cause the Asset Sellers to agree) to provide any successor, assign, or legal representative of Assignee with the benefits and assistance provided to Assignee hereunder.

3. Assignor grants (and will cause the Asset Sellers to grant) the attorney of record the power to insert on this Patent Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent offices, for recordation of this document.
4. No provision of this Patent Assignment may be amended or modified except by a written instrument signed by the parties hereto.
5. All matters arising from or relating to this Patent Assignment and the transactions contemplated hereby (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdictions other than those of the State of New York.
6. This Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party hereto and delivered to the other party, it being understood that each party need not sign the same counterpart. This Patent Assignment, or any counterpart referred to in this Section 7, may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

*[Signature page follows]*

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

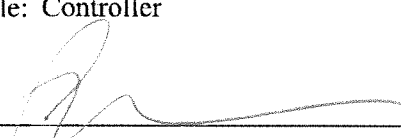
**ASSIGNOR**

VEYANCE TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: Mark A. Schie

Title: Controller

By: \_\_\_\_\_

Name: Sheila M. M. Schiffman

Title: Assistant Secretary

Agreed and accepted:

**ASSIGNEE**

STEMCO KAISER INCORPORATED

By: \_\_\_\_\_

Name:

Title:

*[Signature page to Patent Assignment]*

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

**ASSIGNOR**

VEYANCE TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Agreed and accepted:

**ASSIGNEE**

STEMCO KAISER INCORPORATED

By: Tanya D. Greeley

Name: Tanya D. Greeley

Title: Vice President and Secretary

*[Signature page to Patent Assignment]*

## SCHEDULE A TO PATENT ASSIGNMENT

### Assigned Patents

Country	Status	Owner	Application Number	Application Date	Patent Number	Expiration Date	Title	Description
United States	Granted	Veyance Technologies, Inc	8/418984	4/7/1995	5580033	4/7/2015	BELLOWS TYPE AIR SPRING AND METHOD OF MAKING SAME	Bellows air spring with special fabric overlap positions for the purposes of increased flex life when used on actuator applications. Previously marketed as Extend Air.
United States	Granted	Veyance Technologies, Inc	09/084761	5/26/1998	6123325	5/26/2018	AIRTIGHT END RETAINER FOR AN AIRSPRING	Plastic air spring retainer with O-ring seal between stud and retainer.
United States	Granted	Veyance Technologies, Inc	09/085936	5/28/1998	5934652	5/28/2018	AIR SPRING BUMPER AND METHOD OF MOUNTING	Air spring bumper with central opening formed with a continuous ledge. Bumper is attached to air spring plate using a hollow cup-shaped piece of metal.
United States	Granted	Veyance Technologies, Inc	09/116297	7/16/1998	6460836	7/16/2018	PRESS TOGETHER AIR SPRING	Air spring piston with floating (non-continuous) ribs.
United States	Granted	Veyance Technologies, Inc	10/009695	5/28/1999	6926264	5/28/2019	AIR SPRING UPPER RETAINER	Plastic upper retainer with bracket and ribs for air spring.
United States	Granted	Veyance Technologies, Inc	09/378828	8/23/1999	6234460	8/23/2019	PUSH-ON AIR SPRING BUMPER	Improved internal bumper for an air spring and a method of mounting the improved bumper.
United States	Granted	Veyance Technologies, Inc	09/494416	1/31/2000	6402128	1/31/2020	AIR SPRING WITH LATERAL RESTRAINT AND AXIAL CONTROL	Air spring that combines functions formerly provided by separate components into a single unit. The air spring combines at least two of the following functions: axial spring, lateral stabilizer, jounce bumper, damper, over extension restraint and height control
United States	Granted	Veyance Technologies, Inc	10/624729	7/21/2003	6786476	7/21/2023	Elastomeric liner, reinforcing layer, colorable elastomeric cover of natural rubber, polybutadiene, and ethylene propylene diene terpolymer, silica and organosilane polysulfide	Colorable, silica reinforced cover compound for an air spring made of natural rubber, polybutadiene, and ethylene propylene diene terpolymer (EPDM).
United States	Filed	Veyance Technologies, Inc	14/200150	3/7/2014			Composite Bead Plate and an Air Spring Using the Same	Two-piece plastic bead plate
United States	Filed	Veyance Technologies, Inc	14/061874	10/24/2013			AIR SPRING WITH A SENSOR ARRANGEMENT	Magnetic height sensor
United States	Filed	Veyance Technologies, Inc	14/066815	10/30/2013			AIR SPRING HEIGHT MEASUREMENT ARRANGEMENT	Magnetic height sensor
United States	Filed	Veyance Technologies,	14/085298	11/20/2013			MEASURING RANGE SHIFT FOR SMART AIR	Magnetic height sensor

		Inc					SPRINGS	
United States	Filed	Veyance Technologies, Inc	14/085325	11/20/2013			FREQUENCY HOPPING FOR SMART AIR SPRINGS	Magnetic height sensor
United States	Granted	Veyance Technologies, Inc	14/090735	11/26/2013	8915508	11/26/2033	HEIGHT SENSOR FOR AN AIR SPRING	Magnetic height sensor
United States	Filed	Veyance Technologies, Inc	14/098866	12/6/2013			ENERGY TRANSFORMING UNIT FOR DISTANCE MEASUREMENT SENSOR	Magnetic height sensor
United States	Filed	Veyance Technologies, Inc	14/133,754	12/19/2013			Air spring with stepper motor driven pneumatic valve	Preventing Hadly from filing this patent first and blocking Veyance
United States	Filed	Veyance Technologies, Inc	14/248,703	4/9/2014			Distance measurement sensor based on magnetic signal triangulation	Ultra low cost Air- Spring Sensor using permanent magnets
United States	Filed	Veyance Technologies, Inc	14/248,708	4/9/2014			NON-CONTACT POWER SUPPLY FOR HEIGHT SENSOR WITH SINGLE CABLE	Transmitting power through IR from the top to the bottom plate
United States	Filed (provisional)	Veyance Technologies, Inc	62/062767	10/10/2014		10/10/2015	SHAPED RUBBER FLEXIBLE MEMBER	