

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3456278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAXCESS INTERNATIONAL CORPORATION	07/15/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFE CORPORATION
<b>Street Address:</b>	222 WEST MEMORIAL ROAD
<b>City:</b>	OKLAHOMA CITY
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73114
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5989368
Patent Number:	5711470
Patent Number:	6486680
Patent Number:	5781973
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(804)644-0957
<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>	(804) 771-9500
<b>Email:</b>	trademarks@hf-law.com
<b>Correspondent Name:</b>	ROBERT P. HENLEY, III
<b>Address Line 1:</b>	P.O. BOX 500
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23218
<b>ATTORNEY DOCKET NUMBER:</b>	034204.00030
<b>NAME OF SUBMITTER:</b>	ROBERT P. HENLEY, III
<b>SIGNATURE:</b>	/Robert P. Henley, III/
<b>DATE SIGNED:</b>	07/27/2015
<b>Total Attachments: 4</b>	
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (the "Agreement") is made and entered into as of July 15, 2015, by and between **MAXCESS INTERNATIONAL CORPORATION**, a Delaware corporation (the "Assignor"), and **FIFE CORPORATION**, a Delaware corporation (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement (as defined below).

### **RECITALS**

**WHEREAS**, Assignor and Assignee have entered into a Contribution Agreement, of even date herewith (the "Contribution Agreement"), pursuant to which Assignor has conveyed, transferred, assigned and delivered to Assignee the Acquired Assets, which include the Purchased Intellectual Property, as that term is defined in that certain Asset Purchase Agreement by and between Assignor and Fives North American Combustion, Inc., a Delaware corporation, dated as of November 24, 2014 (the "Purchase Agreement");

**WHEREAS**, it is the parties' intention to reflect the transfer of the Purchased Intellectual Property by the execution and delivery of this Agreement; and

**WHEREAS**, the parties now desire to carry out the intent and purpose of the Contribution Agreement by Assignor's execution and delivery to Assignee of this Agreement as evidence of the conveyance, transfer and assignment to Assignee of the Purchased Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts, all right, title, and interest of Assignor in and to all Purchased Intellectual Property, including the Intellectual Property set forth on Schedule A attached hereto; together with the right to all income and damages that may be derived from all such Purchased Intellectual Property, including the right to sue for past infringement, dilution, misappropriation, and other violations thereof and to recover all damages therefrom.
2. **Counterparts**. This Agreement may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.
3. **Governing Law**. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

4. **Further Assurances; Binding Effect.** At any time and from time to time, at the reasonable request of Assignee, after the execution of this Agreement, Assignor shall execute and deliver to Assignee any additional documents necessary to convey to, or vest in, Assignee all of Assignor's right, title or interest in and to the Purchased Intellectual Property.

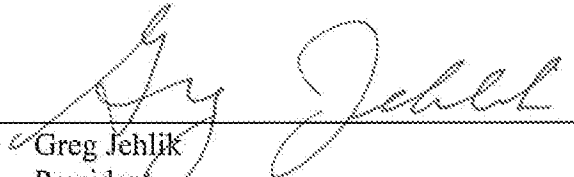
5. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only as broad as is enforceable.

6. **Captions.** The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

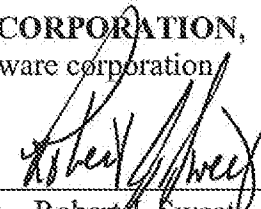
*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.

**MAXCESS INTERNATIONAL CORPORATION,**  
a Delaware corporation

By:   
Name: Greg Jehlik  
Its: President

**FIFE CORPORATION,**  
a Delaware corporation

By:   
Name: Robert J. Sweet  
Its: Chief Financial Officer

## Schedule A

### Registered Trademarks

<u>Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
ADJUSTA-GUIDE	5/14/1982	73364571	1245043	7/12/1983	US
SPREAD MASTER	11/21/1989	645294	427377	5/20/1994	CA
SPREAD MASTER	5/22/1989	73801632	1619429	10/30/1990	US
ACCUTRAC	9/7/1990	665958	413039	6/4/1993	CA

### Unregistered Trademarks and Trade Names

1. Eagle Eye
2. SlimPlex
3. Adjusta-Link
4. Cam-Track
5. Zero-Reset

### Patents

<u>Title</u>	<u>Country</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Issue Number</u>	<u>Date Issued</u>
Apparatus and method for adjusting the lateral position of a moving strip	US	08/347854	12/1/1994	5711470	1/27/1998
Carpet position sensor	US	08/918258	8/6/1997	5989368	11/23/1999
Edge detector	US	09/593081	6/13/2000	6486680	11/26/2002
Spreader for calendar line	US	08/938567	9/26/1997	5781973	7/21/1998

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