

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3670701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VANTEM MODULAR, LLC	12/04/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AAR MANUFACTURING, INC.
<b>Street Address:</b>	1100 N. WOOD DALE ROAD
<b>City:</b>	WOOD DALE
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60191
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5596844
<b>Patent Number:</b>	9062486
<b>Application Number:</b>	14736168
<b>Application Number:</b>	14737236
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)759-5646
<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>	312-214-4807
<b>Email:</b>	jgray@btlaw.com, jmueller@btlaw.com
<b>Correspondent Name:</b>	JEFFREY R. GRAY
<b>Address Line 1:</b>	P.O. BOX 2786
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2786
<b>ATTORNEY DOCKET NUMBER:</b>	920222-245419
<b>NAME OF SUBMITTER:</b>	JEFFREY R. GRAY
<b>SIGNATURE:</b>	/Jeffrey R. Gray/
<b>DATE SIGNED:</b>	12/22/2015
<b>Total Attachments: 6</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **Intellectual Property Assignment Agreement** ("**IP Assignment**"), dated as of December 4, 2015, is made by Vantem Modular, LLC, a Delaware limited liability company ("**Vantem Modular**"), and Vantem Modular IP, LLC, a Delaware limited liability company ("**Vantem IP**" and together with Vantem Modular the "**Sellers**" and each one of them a "**Seller**"), in favor of AAR Manufacturing, Inc., an Illinois corporation ("**Buyer**"), the purchaser of a substantial part of the assets of the Sellers pursuant to an Asset Purchase Agreement between the Sellers, Vantem Holdings, LLC, a Delaware limited liability company, and the Buyer, dated as of December 4, 2015 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Sellers, and have agreed to execute and deliver this IP Assignment for recording with governmental authorities, including the US Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties to this IP Assignment agree as follows:

1. **Assignment.** In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of each Seller's right, title and interest in and to the following intellectual property (the "**Assigned IP**"):

(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) the registered trademarks and domain names set forth in Schedule 2 hereto (the "**Trademarks**");

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

(d) 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

(e) 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.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. **Successors and Assigns.** This IP Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. **Governing Law.** This IP 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 IP 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.

*[Remainder of page intentionally left blank; signatures on following pages]*

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment Agreement as of the date first above written.

VANTEM MODULAR, LLC

By: 


Name: ROGER S. BERRY

Title: CHAIRMAN + CEO

Address for Notices:

175 FEDERAL ST  
SUITE 1440  
BOSTON, MA 02110

VANTEM MODULAR IP, LLC

By: 

Name: ROGER S. BERRY

Title: AUTHORIZED PERSON

Address for Notices:

175 FEDERAL ST  
SUITE 1440  
BOSTON, MA 02110

*[Signature Page to Intellectual Property Assignment Agreement]*

**AGREED TO AND ACCEPTED:**

**AAR MANUFACTURING, INC.**

By: *Lee Krantz*  
Name: *Lee Krantz*  
Title: *VICE PRESIDENT*

Address for Notices:

1100 N. Wood Dale Road  
Wood Dale, Illinois 60191  
Attention: General Manager

*[Signature Page to Intellectual Property Assignment Agreement]*

**PATENT**  
**REEL: 037353 FRAME: 0055**

## SCHEDULE 1

### ASSIGNED PATENTS

#### A. Vantem Modular, LLC patents and patent applications.

1. Issued U.S. patent # 5596844.
2. Issued U.S. patent # 9062486.
3. Issued Mexican patent # MX 20140010429 20140829.
4. Pending U.S. published application, application # 14/736168, publication # 20150275558.
5. Pending U.S. published application, application # 14/736168, publication # 20150275559.
6. Pending Peruvian patent # 00802015 (application # PE 20140134520 20120302).
7. Pending Australian patent application # 2012371615.
8. Pending Canadian patent application # 2865674.
9. Pending European patent, patent # 2820200 (application #12870041.6-1601).
10. Pending Chinese patent # 104350221 (application # CN2012872663 20120302).
11. Pending Chilean patent # 201400229 (application # CL20140002294-20140828).
12. Pending South African patent application # 2014/06876.
13. Pending India patent # 7181/DELNP/2014.
14. Pending Brazilian patent # BR 11 2014 0215405.

#### B. Vantem Modular IP, LLC patents.

1. Issued Canadian patent # 2263456.
2. Issued Peruvian patent # 48598 (application # PE19960000942 19961224).
3. Chilean patent # 2254-1996.

**SCHEDULE 2**

**ASSIGNED TRADEMARKS AND DOMAIN NAMES**

Domain Names

FOLDABLEMAX.COM  
MODULARMAX.COM  
PANELMAX.COM  
PORTABLEMAX.COM  
RIGIDMAX.COM  
SPACEMAX.CA  
SPACEMAX.COM  
SPACEMAX.COM.MX  
SPACEMAX.MX  
SPACEMAX.US

Trademarks

SPACEMAX, U.S. registration number 2967738.