

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3838593

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FLEET-AIR, LLC	09/18/2014
RECEIVING PARTY DATA		
Name:	SERVITECH INDUSTRIES, INC.	
Street Address:	550 BRICK CHURCH PARK DRIVE	
City:	NASHVILLE	
State/Country:	TENNESSEE	
Postal Code:	37207	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	13841290	
Patent Number:	6425427	
Patent Number:	6651689	
Patent Number:	8327895	
CORRESPONDENCE DATA		
Fax Number:	(248)641-0270	
<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:	246-641-1600	
Email:	docket@hdp.com, rbott@hdp.com	
Correspondent Name:	HARNESS DICKEY & PIERCE PLC	
Address Line 1:	5445 CORPORATE DRIVE	
Address Line 2:	SUITE 200	
Address Line 4:	TROY, MICHIGAN 48098-2683	
ATTORNEY DOCKET NUMBER:	82014-500001	
NAME OF SUBMITTER:	RITA BOTT	
SIGNATURE:	/Rita Bott/	
DATE SIGNED:	04/20/2016	
Total Attachments: 7		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment of Intellectual Property") is made as of September 18, 2014, by **FLEET-AIR, LLC**, an Ohio limited liability company ("Assignor"), to **SERVITECH INDUSTRIES, INC.**, a Tennessee corporation ("Assignee"). Clyde Stech and Jeff Therber, who are indirect owners of the Membership Interests in the Assignor, each hereby execute this Assignment of Intellectual Property to (i) signify their consent to the transactions contemplated by this Assignment of Intellectual Property, (ii) acknowledge that the Assignor owns all right, title, and interest in and to the Intellectual Property (but specifically excluding the Additional IP, as defined on Exhibit A), (iii) disclaim any right, title, or interest in or to the Intellectual Property, and (iv) assign to Assignee any and all residual ownership interest in the Intellectual Property, if any, that he may have, or later be determined to have, in the Intellectual Property. MX Advantage, Inc. and Bill Bettman, who are indirect owners of the membership interests in the Assignor, each hereby execute this Assignment of Intellectual Property to (i) signify their consent to the transactions contemplated by this Assignment of Intellectual Property, (ii) disclaim any right, title, or interest in or to the Intellectual Property, and (iii) assign to Assignee any and all residual ownership interest in the Intellectual Property, if any, that he may have, or later be determined to have, in the Intellectual Property.

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 18, 2014 (the "**Purchase Agreement**"), pursuant to which Assignee has purchased certain assets of Assignor, including, the Intellectual Property, detailed on Exhibit A attached hereto and incorporated herein by this reference, but not any Excluded Assets. In accordance with the Purchase Agreement, Assignor hereby desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to the Intellectual Property described above. Any capitalized term used in this Assignment of Intellectual Property, which is not otherwise defined herein, shall have the meaning ascribed to such term in the Purchase Agreement.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of Assignor's Business associated therewith and which is symbolized thereby, as applicable, all rights to sue for infringement of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and/or in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Intellectual Property not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in

accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other governmental officials to record and register this Assignment of Intellectual Property upon request by Assignee. Assignor shall take such steps and actions reasonably requested by Assignee following the date hereof, including the execution of any documents, files, registrations, or other similar items, to insure that the Intellectual Property is properly assigned to Assignor, or any assignee or successor thereto, at Assignee's sole cost.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

FLEET-AIR, LLC

By: _____

Name: Jeff Therber

Title: _____



President

ASSIGNEE:

SERVITECH INDUSTRIES, INC.

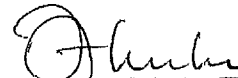
By: _____

Name: Forrest Butler

Title: President

Clyde Stech and Jeff Therber, who are indirect owners of the Membership Interests in the Assignor, each hereby execute this Assignment of Intellectual Property to individually (and not jointly and severally) (i) signify their consent to the transactions contemplated by this Assignment of Intellectual Property, (ii) acknowledge that the Assignor owns all right, title, and interest in and to the Intellectual Property, (iii) disclaim any right, title, or interest in or to the Intellectual Property, and (iv) assign to Assignee any and all residual ownership interest in the Intellectual Property, if any, that he may have, or later be determined to have, in the Intellectual Property; provided, however, that neither Stech nor Therber is making any representation or warranty that the Seller owns all right, title and interest in or to the Addition IP, as defined on Exhibit A.

Clyde Stech



Jeff Therber

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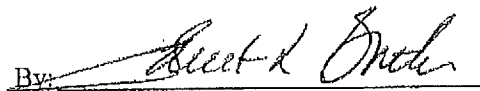
ASSIGNOR:

FLEET-AIR, LLC

By: _____
Name: Jeff Therber
Title: _____

ASSIGNEE:

SERVITECH INDUSTRIES, INC.

By: 
Name: Forrest Butler
Title: President

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Clyde Stech

Jeff Therber

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FLEET-AIR, LLC

By: _____

Name: Jeff Therber

Title: _____

ASSIGNEE:


SERVITECH INDUSTRIES, INC.

By: _____

Name: Forrest Butler

Title: President

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Clyde Stech

Jeff Therber

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MX Advantage, Inc.

David D. Oren

By: _____

Name: David D. Oren

Title: President

Bill Bettman

Bill Bettman

Exhibit A
Intellectual Property

The intellectual property consisting of: (i) U.S. Patent application no. 13841290, dual-setting and inflate/deflate system; (ii) U.S. Patent no. 6425427, automatic tire inflation system; (iii) US Patent no. 6651689, valve stem assembly; (iv) U.S. Registration no. 4,454,063, "PressureGuard"; (v) the domain name: PressureGuard.com, and the website content associated therewith; (vi) the domain name: fleet-air.com, and the website content associated therewith; and (vii) U.S. Patent no. 8327895 (the "895 Patent"), drive axle seal body and tire inflation system (collectively, the "Intellectual Property") as well as any other intellectual property of the Business, if any (the "Additional IP")