

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3855339

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROGRESSIVE COMPONENTS INTERNATIONAL CORPORATION	01/29/2016
RECEIVING PARTY DATA	
Name:	C-CORE ENTERPRISES, INC.
Street Address:	52 NEW TEMPLETON ROAD
City:	HUBBARDSTON
State/Country:	MASSACHUSETTS
Postal Code:	01452
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8038433
Patent Number:	8033810
Patent Number:	9011138
CORRESPONDENCE DATA	
Fax Number:	(847)490-1403
<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>	
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Correspondent Name:	DOUGLAS PAULEY
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Address Line 2:	SUITE 365
Address Line 4:	HOFFMAN ESTATES, ILLINOIS 60169
ATTORNEY DOCKET NUMBER:	PC-9026
NAME OF SUBMITTER:	DOUGLAS H. PAULEY
SIGNATURE:	/douglas h pauley/
DATE SIGNED:	05/02/2016
Total Attachments: 4	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made as of January 29, 2016, from Progressive Components International Corporation, 235 Industrial Drive, Wauconda, Illinois 60084, an Illinois corporation ("Assignor") to C-Core Enterprises, Inc., 52 New Templeton Road, Hubbardston, Massachusetts 01452, a Massachusetts corporation ("Assignee").

RECITALS:

WHEREAS, pursuant to an Asset Purchase Agreement dated January 29, 2016 by and among Assignee, Assignor and Roehr Tool Corporation, a Massachusetts corporation, Assignor has agreed, subject to the terms and conditions of the Asset Purchase Agreement, to sell, assign, transfer, convey and deliver to Assignee all of Assignor's interest in certain patents, together with the goodwill of the business carried on in connection with such patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Patent Assignment. Effective as of the date hereof, Assignor hereby assigns and sets over unto Assignee the following:

- (a) Assignor's entire right, title, and interest in and to the patents held in the United States and in any foreign countries, whether or not such patents have been issued prior to, on, or after the date of this Assignment, which patents are set forth on Schedule A attached hereto (the "Patents"), and any reissue, continuation, continuation-in-part, revision, divisional, divisional in-part, substitution, extension, or reexamination thereof, whether related to such Patents directly or through one or more intervening issued Patents or pending Patent applications, together with the goodwill of the business carried on in connection with such Patents; and
- (b) Assignor's entire right, title, and interest in and to all claims, demands and rights of action, including but not limited to all income, royalties, damages, and payments, now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, both statutory and based upon common law, and the right to sue for, counterclaim for, and recover for any and all past infringement, present infringement, and future infringement of any and all rights assigned or to be assigned by this Assignment.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge, and deliver, at Assignee's expense, all acts, agreements, instruments, notices, and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Assignor and Assignee, or their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF) AND, TO THE EXTENT APPLICABLE, THOSE UNITED STATES LAWS, OR THE NATIONAL LAWS OF ANOTHER COUNTRY IN WHICH ANY OF THE PATENTS IS USED, WHETHER OR NOT REGISTERED OR APPLIED FOR, AND THE APPROPRIATE RULES AND REGULATIONS GOVERNING PATENTS IN THE RESPECTIVE COUNTRIES.

7. Definitions. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Asset Purchase Agreement.

8. Successors and Assigns. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall not be construed to confer any right or benefit upon any Person, other than the Assignor, the Assignee and their respective successors and assigns.

9. Survival. All representations, warranties, covenants, indemnifications, and obligations set forth in the Asset Purchase Agreement shall survive the execution and delivery of this Assignment and shall remain in full force and effect in accordance with their respective terms to the extent provided in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment
to be executed as of the date first written above.

Assignor:

Progressive Components International
Corporation

By: 

Donald R. Starkey
Vice President

SCHEDULE A

Patents

Patent No.	Country	Issue Date (ID) or Filing Date (FD)	Matter No.
8,038,433	USA	ID: 18 October 2011	RTC-106
10746560.1	Europe	FD: 01 September 2011	RTC-106-EP
8,033,810	USA	ID: 11 October 2011	RTC-107
2,764,631	Canada	ID: 11 March 2014	RTC-107-CA
202010018029	Germany	ID: 02 October 2013	RTC-107-DE-GEB
5612087	Japan	ID: 12 September 2014	RTC-107-JP
PI1011882-9	Brazil	FD: 15 December 2011	RTC-107-BR
201080027180.2	China	FD: 16 December 2011	RTC-107-CN
10789838.9	Europe	FD: 06 January 2012	RTC-107-EP
2537/MUMNP/2011	India	FD: 29 November 2011	RTC-107-IN
9,011,138	USA	ID: 21 April 2015	PC-107
5833147	Japan	ID: 06 November 2015	PC-107-JP
BR1120130232820	Brazil	FD: 11 September 2013	PC-107-BR
2,827,518	Canada	FD: 14 August 2013	PC-107-CA
201280012495.9	China	FD: 10 September 2013	PC-107-CN
12758012.4	EPO	FD: 06 August 2013	PC-107-EP
1439/MUMNP/2013	India	FD: 24 July 2013	PC-107-IN