PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3878749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ATWOOD MOBILE PRODUCTS LLC	10/17/2014

RECEIVING PARTY DATA

Name:	DOMETIC SWEDEN AB	
Street Address:	HEMVÄRNSGATAN 15	
City:	SOLNA	
State/Country:	SWEDEN	
Postal Code:	SE-171 54	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	29553103	
Application Number:	29553107	

CORRESPONDENCE DATA

Fax Number: (502)561-0442

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: 5026252772

Email: TSWARENS@MIDDLETONLAW.COM

Correspondent Name: MIDDLETON REUTLINGER
Address Line 1: 401 S. 4TH STREET, SUITE 2600
Address Line 4: LOUISVILLE, KENTUCKY 40202

ATTORNEY DOCKET NUMBER:	ZT666-16036/16037
NAME OF SUBMITTER:	JAMES E. COLE
SIGNATURE:	/JAMES E. COLE/
DATE SIGNED:	05/18/2016

Total Attachments: 8

source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page1.tif source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page2.tif source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page3.tif source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page4.tif source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page5.tif

PATENT 503832101 REEL: 038636 FRAME: 0045

source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page6.tif source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page7.tif source=ZT666-16036-signed assignment Atwood to Dometic Sweden#page8.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") dated as of October 17, 2014 (the "Effective Date"), is made, executed and delivered by and between Dometic Sweden AB, a company duly organized and registered under the laws of Sweden ("Dometic Sweden"), and Atwood Mobile Products LLC, a Delaware limited liability company ("Atwood"). Dometic Sweden and Atwood are referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Dometic Sweden is an affiliate of Dometic Corporation ("Buyer");

WHEREAS, Atwood is a wholly-owned subsidiary of Atwood Investment Holdings LLC (the "Company");

WHEREAS, the Company is a wholly-owned subsidiary of Atwood Holdings LLC ("Seller");

WHEREAS, Buyer, Seller and the Company are parties to that Purchase and Sale Agreement dated September 2, 2014 (the "<u>Agreement</u>"), pursuant to which Buyer has agreed to purchase all of the issued and outstanding limited liability company interests in the Company, effective as of the Effective Date.

WHEREAS, Section 6.9 of the Agreement provides that Buyer shall have the right to require the Company and Seller to take all commercially reasonable actions (including by causing the Company's Subsidiaries to take all such commercially reasonable actions) which would be necessary for Dometic Sweden to acquire, immediately prior to the consummation of the acquisition of the Company by Buyer from Seller under the Agreement, the Intellectual Property Assets (or any portion thereof) from Atwood;

WHEREAS, Dometic Sweden and Atwood have entered into a Bill of Sale (the "<u>Bill of Sale</u>"), effective as of the Effective Time (as such term is defined in the Bill of Sale) wherein Atwood conveyed, assigned and sold to Dometic Sweden certain intellectual property assets, including patents and pending patent applications; and

WHEREAS, under the terms of the Bill of Sale, the Parties agreed to enter into this Assignment to memorialize Dometic Sweden's acquisition of all of Atwood's right, title and interest in, to and under the patents and pending patent applications assigned pursuant to the Bill of Sale, as more fully identified in Exhibit A, attached hereto (the "Transferred Assets").

NOW, THEREFORE, in consideration of the execution of the Bill of Sale and the Agreement, the payment of the consideration stipulated in the Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. <u>Definitions</u>. All capitalized terms that are used but not defined herein shall have the meaning set forth in the Agreement.

Page 1

- 2. Assignment of Transferred Assets. Subject to the terms and conditions of the Bill of Sale and the Agreement, Atwood, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Dometic Sweden, all of its right, title, and interest in and to: (a) the Transferred Assets, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; (b) all inventions disclosed or claimed in the patents and pending patent applications that are Transferred Assets; (c) any other patents or patent applications that claim priority from any of the Transferred Assets, including but not limited to all counterparts, equivalents, continuations, continuations-in-part, divisions, additions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations of the Transferred Assets; (d) all income, royalties, damages and payments with respect thereto earned or accrued following the Effective Time; and (e) any and all causes of action (either in law or in equity), as well as the right to enforce any rights and file any causes of action, including without limitation the right to recover damages, for any past, present, or future infringement or other unauthorized use of the Transferred Assets.
- 3. <u>No Modifications of the Agreement</u>. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the Agreement, including the warranties, covenants, agreements, conditions and representations contained in the Agreement and, in general, any of the rights and remedies, and any of the obligations and indemnifications, of Buyer, Seller or the Company set forth in the Agreement.
- 4. <u>Further Assurances</u>. Dometic Sweden and Atwood hereby agree, at any time or from time to time, at the reasonable written request of the other, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.
- 5. <u>Governing Law</u>. This Assignment shall be construed and interpreted according to the Laws of the State of Delaware, without regard to choice of Law and conflicts of Law rules thereof.
- 6. <u>Execution.</u> This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which, taken together, will constitute but one and the same agreement. Any signature hereupon delivered by facsimile or electronic mail shall be deemed for all purposes as constituting good and valid execution and delivery of this Assignment by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

DOMETIC SWEDEN AB			
Ву	1h C		
Name:	Per Carlsson		
Title:	Director		
	-A		
i			
By:			
Name:	Roger Johansson		
Title:	Director		
ATWOO	D MOBILE PRODUCTS LLC		
Ву:			
Name:			
Title:			

[Signature Page to Short Form Patent Assignment]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

DOME	TIC SWEDEN AB
Ву:	
Name:	
Title:	
Ву:	
Name:	
Title:	
ATWOO	DD MOBILE PRODUCTS LLC
Зу:	Vod hun
Vame;	Victor L. Vescovo Managing Director
Title:	Manuagui & Discour

Exhibit A - Transferred Assets

Country	Patent No. and/or App, Serial Number	Fitle	Filing Date	Status
US	90/006,208 Reexamination of 5,573,648 (08/381,718)	Gas sensor based on protonic conductive membranes	01/09/2002	Issued Re-exam concluded Re-issued
US	10/621,999 Reissue of 5,573,648 (08/381,718)	Gas sensor based on protonic conductive membranes	07/17/2003	Re-issued RE 45100
US	13/415,796	Helium Charged Refrigerator	03/08/2012	Pending
US	13/415,380	Tilt Monitor and Stress Controller for Absorption Type Refrigerator	03/08/2012	Pending
US	13/663,156	Vent Cover	10/28/2012	Pending
US	13/687,470	Seat pedestal	11/28/2012	Pending
US	13/986,092	Cantilevered vehicular seat with force distributing locks	03/29/2012	Pending
US	8,783,716	Pivot foot for trailer jack	03/13/2013	Issued
US	13/924,360	Latch device for screendoor	06/22/2012	Pending
US	14/132,280 61/745,135	Adjustable Armrest Device	12/18/2013	Pending
US	29/466,312	Control	09/06/2013	Pending
US	D 690,578	Door Latch	06/12/2012	Issued
US	D 672,450	Vent Cover	10/07/2011	Issued
US	D 599,608	Two Burner Range With Oven	11/24/2008	Issued
US .	D 480,261	Two Burner Cooktop	09/06/2002	Issued
US	D 479,942	Cooktop	09/06/2002	Issued
US	D 479,781	Three Burner Cooktop	09/06/2002	Issued
US	8,585,004	Air Ride Seat Pedestal with Independent Height Adjustment	09/16/2011	Issued

4419314.3

	Patent No.			
(Country	and/or —App.Secial Number	Tiple 1	Filing Date	Status
US	8,322,091	Window Frame Assembly with Integral Seals	02/09/2010	Issued
US	8,327,603	Flexible Clamp Frame and Installation Method for Window	11/29/2010	Issued
US	8,091,948	Flush-closing window for motor vehicles and method, guide track system and pin assembly therefor	04/28/2008	Issued
US	7,762,765	Fan with attachment hooks	04/19/2007	Issued
US	7,731,574	Mechanism for opening a vent cover	06/08/2007	Issued
US	7,731,249	Mechanism for locking a vent cover with a base	06/08/2007	Issued
US	7,423,392	Speed control for an electric linear actuator such as a trailer jack and the like	02/28/2005	Issued
US	7,419,368	Air Circulation Device	01/04/2002	Issued
US	7,294,797	Electronic controller for a vehicle leveling system and vehicle leveling system comprising same	01/06/2006	Issued
US	7,025,361	Electronic controller for a vehicle leveling system and vehicle leveling system comprising same	04/28/2004	Issued
US	7,020,386	Recreational vehicle water heater	07/29/2004	Issued
us	6,983,669	Ball Screw Mechanism with Integral Opposing Thread	10/10/2002	Issued
us .	6,896,781	Gas Sensor with Electrically Conductive, Hydrophobic Membranes	06/09/2000	Issued
US	6,829,861	Awning-Type Insulated Glazing Assembly	08/15/2002	Issued
US	6,722,635	Multiple Screw Jack	12/17/2001	Issued
US	6,719,207	Microprocessor Controlled Two	09/30/2002	Issued

	Patent No.			
Country	and/or App. Serial	Title	Filing Date	Status
	Number (1)			
		Stage Furnace		
US	6,464,000	Microprocessor Controlled Two Stage Furnace	09/29/2000	Issued
US	6,200,443	Gas sensor with Electrically Conductive, Hydrophobic Membranes	09/29/1998	Issued
US	6,009,932	Push to Exit, Pull to Enter Latch Assembly for Screen Door	11/04/1997	Issued
US	5,960,157	Recreational Vehicle Water Heater having Centrally Controlled Gas and Electric Power Sources	11/25/1997	Issued
US	5,931,151	Range for a Recreational Vehicle with Notched Control Panel	06/07/1997	Issued
US	5,650,054	Low Cost Room Temperature Electrochemical Carbon Monoxide and Toxic Gas Sensor with Humidity Compensation Based on Protonic Conductive Membranes	09/01/1995	Issued
U.S.	10/621,637 Re-Issue of 5,650,054	Low Cost Room Temperature Electrochemical Carbon Monoxide and Toxic Gas Sensor with Humidity Compensation Based on Protonic Conductive Membranes	07/17/2003	Pending – notice of allowance issued 6/9/14; issue free paid 6/17/14
US	5,573,648	Gas Sensor Based on Protonic Conductive Membranes	01/31/1995	Issued
US	8,783,716	Pivot Foot For Trailer Jack	03/12/2013	Issued
US	14/209,294 61/851,806	Low profile, low friction vehicular seat support	03/13/2013	Pending
US	14/331578	Heat exchanger coil for a recreational vehicle	07/15/2014	Pending
US	29/496587	Design of a heat exchanger	07/15/2014	Pending

Country	Patent No. and/or App. Serial Number	fide	; Filing Date	Status
US	14/299,903	Vent housing	06/09/2014	Pending
US	PCT/US2014/0415 66	"Shrouded roof vent for a vehicle"	06/09/2014	Pending
US	29/493,405	Vent housing	06/09/2014	Pending
US	90/006,209 Reexamination of 5,573,648 (08/381,718)	Low Cost Room Temperature Electrochemical Carbon Monoxide and Toxic Gas Sensor With Humidity Compensation Based on Protonic Conductive Membranes	01/09/2001	Pending – notice of allowance issued 6/9/14; issue free paid 6/17/14

4419314.3