

## PATENT ASSIGNMENT COVER SHEET

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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BEHR GMBH & CO. KG	09/19/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MAHLE INTERNATIONAL GMBH
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<b>State/Country:</b>	GERMANY
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<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14043962
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<b>DATE SIGNED:</b>	09/26/2016
<b>Total Attachments: 1</b>	
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**ASSIGNMENT OF PATENT RIGHTS**

This Assignment of Patent Rights, effective as of \_\_\_\_\_, is made by and between BEHR GMBH & CO. KG, a corporation having a place of business at Mauserstr. 3, 70469 Stuttgart, Germany, ("Assignor"), and MAHLE INTERNATIONAL GMBH, a corporation having a place of business at Pragstr. 26-46, 70376 Stuttgart, Germany ("Assignee").

WHEREAS, Assignor represents and warrants that it is the sole and exclusive owner of all right, title and interest in and to the invention and the subject matter of United States Patent Application No. 14/043,962, entitled "HEAT EXCHANGER" and filed on October 2, 2013, and all of the rights associated therewith (collectively the "Patent Rights"), and

WHEREAS, Assignor desires to assign the Patent Rights to Assignee, and Assignee desires to accept such rights.

Now THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee the entire right, title and interest in the Patent Rights, together with all claims for past infringement(s) of the Patent Rights, including without limitation the right to sue for, collect and recover damages and profits for the same, and together with the right to collect royalties for licensing of the Patent Rights. The rights granted hereunder are for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

Assignor further agrees that it will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of all patent applications included in the Patent Rights, (b) execute, verify, acknowledge and deliver any and all additional documents necessary to effectuate the transfers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain the Patent Rights in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN WITNESS HEREOF, authorized representatives of Assignor and Assignee have executed this instrument as of the date(s) set forth below.

BEHR GMBH & CO. KG  
(ASSIGNOR)

Date: September 19, 2016

By: Uwe Grass

Name: UWE GRASS

Title: Head of Patent Department

MAHLE INTERNATIONAL GMBH  
(ASSIGNEE)

Date: September 19, 2016

By: M. Brehler

Name: MELANIE BREHLER

Title: Patent Professional