

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4327674

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CONAX FLORIDA CORPORATION	09/03/2013
RECEIVING PARTY DATA		
Name:	CARLETON LIFE SUPPORT SYSTEMS INC.	
Street Address:	2734 HICKORY GROVE ROAD	
City:	DAVENPORT	
State/Country:	IOWA	
Postal Code:	52804-1203	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14736820
CORRESPONDENCE DATA		
Fax Number:	(585)454-3968	
<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:	585-987-2800	
Email:	patents@woodsoviatt.com	
Correspondent Name:	WOODS OVIATT GILMAN LLP	
Address Line 1:	2 STATE STREET	
Address Line 2:	700 CROSSROADS BUILDING	
Address Line 4:	ROCHESTER, NEW YORK 14614	
ATTORNEY DOCKET NUMBER:	CA316.88738CIP	
NAME OF SUBMITTER:	KATHERINE H. MCGUIRE, ESQ.	
SIGNATURE:	/Katherine H. McGuire/	
DATE SIGNED:	03/21/2017	
Total Attachments: 7		
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Electronic Version v1.1

Stylesheet Version v1.2

EPAS ID: PAT2623312

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONAX FLORIDA CORPORATION	09/03/2013
RECEIVING PARTY DATA	
Name:	CARLETON LIFE SUPPORT SYSTEMS INC.
Street Address:	2734 HICKORY GROVE ROAD
City:	DAVENPORT
State/Country:	IOWA
Postal Code:	52804
PROPERTY NUMBERS Total: 37	
Property Type	Number
Application Number:	12546890
Application Number:	12580827
Application Number:	11417734
Application Number:	12786960
Application Number:	12546914
Application Number:	11471757
Application Number:	12328898
Application Number:	12249571
Application Number:	12250124
Application Number:	11376471
Application Number:	11061183
Application Number:	11154100
Application Number:	11378578
Application Number:	10920983
Application Number:	10784096

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PATENT
REEL: 031647 FRAME: 0265
PATENT
REEL: 041654 FRAME: 0386

Application Number:	10665922
Application Number:	12361581
Application Number:	13595354
Application Number:	13543449
Application Number:	13196043
Application Number:	13166217
Application Number:	13150473
Application Number:	12977292
Application Number:	12946062
Application Number:	12837088
Application Number:	13774073
Application Number:	14014481
Application Number:	10665038
Application Number:	10292370
Application Number:	08283736
Application Number:	09514874
Application Number:	08995850
Application Number:	10690536
PCT Number:	US2012045808
PCT Number:	US2012043753
PCT Number:	US2012040127
PCT Number:	US2013057528

CORRESPONDENCE DATA

Fax Number: (585)454-3968
 Phone: 5859872800
 Email: patents@woodsoviatt.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: KATHERINE H. MCGUIRE
 Address Line 1: WOODS OVIATT GILMAN LLP
 Address Line 2: 2 STATE ST., 700 CROSSROADS BLDG
 Address Line 4: ROCHESTER, NEW YORK 14614

ATTORNEY DOCKET NUMBER:	CA316.85173
NAME OF SUBMITTER:	KATHERINE H. MCGUIRE, ESQ.
Signature:	/Katherine H. McGuire/
Date:	11/21/2013

PATENT
 REEL: 031647 FRAME: 0266
PATENT
 REEL: 041654 FRAME: 0387

Total Attachments: 4

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INSTRUMENT OF TRANSFER

THIS INSTRUMENT OF TRANSFER (the "Instrument"), dated September 3, 2013 for reference purposes, is made by and among CONAX FLORIDA CORPORATION, a Florida corporation ("CFC"), and CARLETON LIFE SUPPORT SYSTEMS INC., a Delaware corporation ("CLSS").

Recitals:

A. CFC current owns and operates a release, an active restraint, a passive restraint, and a ground vehicle restraint line of business (collectively such lines of business are referred to as the "Business").

B. CFC desires to transfer certain of its assets, including the Business and the assets used or useful in connection with the Business, to CLSS, an affiliate of CFC.

C. The parties hereto wish to facilitate the transfer of the Business and set forth the respective rights and obligations of the parties hereto.

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

1. Transfer of Assets. CFC hereby transfers and assigns to CLSS the Business and all assets of CFC and used or useful in connection with the Business, including but not limited to the following assets, in each case to the extent used or useful in connection with the Business (collectively the "Assets") subject to the liabilities as hereinafter defined:

- a. All inventory, whether consisting of finished goods, raw materials, or works in progress;
- b. All fixtures and tooling;
- c. All machinery and equipment, including production, test, office and information technology equipment;

d. All other tangible assets (whether located at CFC's facilities or at suppliers' or subcontractors' locations), including patterns, molds, dies, bills of material, office furniture and all personal property currently leased by CFC;

e. All customer contracts not yet completed and contract bids, all contracts for inventory, and all licenses and permits;

f. All accounts receivable;

g. All books and records whether in tangible or electronic form and including, without limitation, all information relating to the customers and suppliers of the Business;

h. All other intangible assets owned or licensed by CFC, including without limitation intellectual property owned or licensed by CFC, goodwill, patents, patent applications, copyrights, copyright applications, trademarks, service marks, trademark and service mark applications, trade names, trade dress, logos and other proprietary designs, confidential information, trade secrets, computer programs and software for testing of Business products, engineering drawings, patterns, plans, specifications, knowhow, design data, computer information and files related to the Business (collectively the "Intangible Assets"), in each case subject to the rights of Carleton Technologies, Inc., a Delaware corporation and affiliate of each of CFC and CLSS ("Carleton"), and its successors and assigns to use the Intangible Assets in connection with the operation of the aerospace, pyrovalve, and inflator lines of business being acquired by Carleton from CFC.

2. Assumption of Liabilities. CLSS hereby assumes and promises to pay or perform all contractual and accounts payable liabilities associated with the Business (collectively the "Liabilities"), including all direct and indirect liabilities and obligations of whatever kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or otherwise, and whether due or to become due.

3. Amendments; No Waivers.

a. This Instrument may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

b. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

5. Governing Law. This Instrument shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts executed in and to be performed in that state without regard to its conflicts of laws provisions.

6. Execution in Counterparts. This Instrument may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto hereby indicate their agreement to the terms of this Instrument by the signatures of their authorized representatives.

CONAX FLORIDA CORPORATION

By: 
Name: Kelly Coffield
Title: President

**CARLETON LIFE SUPPORT
SYSTEMS INC**

By: 
Name: Kelly Coffield
Title: Chairman