

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4433299

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUTOTRONIC CONTROLS CORPORATION	12/10/2013
RECEIVING PARTY DATA	
Name:	MSD, LLC
Street Address:	1490 HENRY BRENNAN DRIVE
City:	EL PASO
State/Country:	TEXAS
Postal Code:	79936
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15076094
CORRESPONDENCE DATA	
Fax Number:	(502)561-0442
<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:	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:	ZU600-17014
NAME OF SUBMITTER:	JAMES E. COLE
SIGNATURE:	/James E. Cole/
DATE SIGNED:	05/24/2017
Total Attachments: 13	
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**INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2013 (this "Assignment"), is made and entered into by and among Autotronic Controls Corp. and Competition Systems, Inc. (collectively, the "Sellers"), Z Capital Special Situations Fund II, L.P. ("Z Capital"), in its capacity as Agent, (as defined below) and MSD, LLC ("Buyer"). The Sellers and Buyer are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Sellers are party to that certain Third Amended and Restated Credit Agreement dated as of August 26, 2009 (as amended, the "Credit Agreement"), among the Sellers, Superchips, Inc., MSD Brink Acquisition, Inc., Edge Parent, LLC, and Edge Products, LLC., the financial institutions party thereto as lenders ("Lenders"), and Z Capital, as agent for the Lenders (in such capacity, the "Agent");

WHEREAS, the Affiliates of the Parties entered into that certain Asset Purchase Agreement dated as of November 18, 2013 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Sale Order dated November 26, 2013 entered by the United States Bankruptcy Court for the District of Delaware (the "Sale Order"), among other things, the sale under the Asset Purchase Agreement was approved;

WHEREAS, pursuant to the Sale Order, the liens of the Agent, on behalf of the Lenders, have been released and terminated; and

WHEREAS, Sellers are the owners of the entire right, title and interest in and to the Purchased Intellectual Property, including, without limitation, all Seller Marks, domain names, and patents (including applications therefor) listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Release and Termination of Liens. Z Capital in its capacity as Agent for the Lenders under the Credit Agreement, acknowledges and agrees that it has no liens or security interests in any of the property or the assets of the Sellers and such liens and security interests in the intellectual property set forth on Schedule A have been released and terminated.
2. Assignment and Assumption. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby accepts the sale, conveyance, assignment, transfer and delivery of, all of Sellers' right, title and interest in and to the Purchased Intellectual Property, including those listed on Schedule A attached hereto.
3. Effectiveness. This Assignment shall be effective as of the Closing.

4. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of Sellers or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

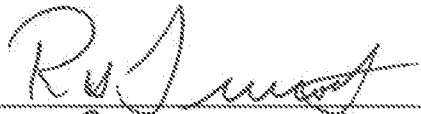
8. Entire Agreement. This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement and understanding of Buyer and Sellers with respect to the matters contemplated by this Assignment and supersedes any previous agreement between Buyer and Sellers in relation to such matters.

[Signature Page Follows]


IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

SELLERS

Autotronic Controls Corp.

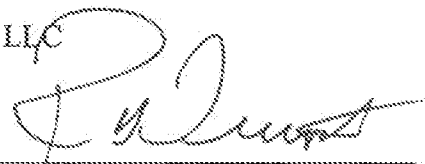

Name: Ronald H. Turcott
CEO

Competition Systems, Inc.


Name: Ronald H. Turcott
Title: CEO

BUYER

MSD, LLC

By: 
Name: Ronald H. Turcott
Title: CEO

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

On Dec 10, 2013 before me, Laura Fawcett
personally appeared Ren Turcott
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Laura Fawcett
(PRINT NAME)



AGENT

Z CAPITAL SPECICAL SITUATIONS
FUND II, L.P.

By:

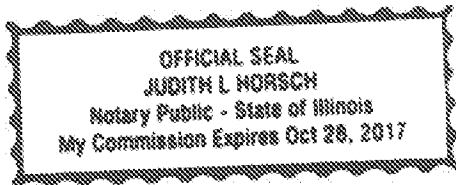
Name: James J. Zenni
Title: Authorized Person

STATE OF ILLINOIS)
COUNTY OF Lake) ss.

On December 19, 2013 before me, Judith L. Horsch
personally appeared James J. Zenni, Jr.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Judith L. Horsch (NOTARY SEAL)



Schedule A

I. United States Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Application Number	Assignor Entity
REDACTED			

REDACTED

II. Non-U.S. Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Application Number	Country	Assignor Entity
REDACTED				

REDACTED

REDACTED

III. Domain Names

REDACTED

REDACTED

REDACTED

REDACTED

IV. United States Patents and Pending Patents

Title	Patent or Application Number	Assignor Entity
REDACTED		

REDACTED

Throttle Body Fuel Injection System with Improved Fuel Distribution	13/470,121	Autotronic Controls Corporation
Throttle Body Fuel Injection System with Improved Idle Air Control	13/469,938	Autotronic Controls Corporation

REDACTED

V. Non-U.S. Patents and Pending Patents

Title	Patent or Application Number	Assignor Entity	Country
REDACTED			

VI. United States Copyrights

Title	Registration Number	Assignor Entity
REDACTED		