

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5144860

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CELESTICA MONTREAL INC.	04/01/2007
RECEIVING PARTY DATA		
Name:	CELESTICA INC.	
Street Address:	1150 EGLINTON AVENUE	
City:	EAST TORONTO	
State/Country:	CANADA	
Postal Code:	M3H 1H7	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	6238076	
Patent Number:	6301132	
CORRESPONDENCE DATA		
Fax Number:	(202)942-5999	
<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:	2029426989	
Email:	john.rynkiewicz@arnoldporter.com	
Correspondent Name:	JOHN P. RYNKIEWICZ	
Address Line 1:	601 MASSACHUSETTS AVE., NW	
Address Line 2:	ARNOLD & PORTER	
Address Line 4:	WASHINGTON, D.C. 20001	
ATTORNEY DOCKET NUMBER:	1010404/00002	
NAME OF SUBMITTER:	JOHN P. RYNKIEWICZ	
SIGNATURE:	/John P. Rynkiewicz/	
DATE SIGNED:	09/18/2018	
Total Attachments: 3		
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GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT

THIS INDENTURE made the 1st day of April, 2007.

BETWEEN:

CELESTICA MONTREAL INC.,
a corporation incorporated under the laws of
Canada,

(hereinafter referred to as "Corporation"),

- and -

CELESTICA INC.,
a corporation incorporated under the laws of the
province of Ontario,

(hereinafter referred to as the "Shareholder").

WHEREAS the Shareholder, as the sole shareholder of the Corporation, has authorized the voluntary dissolution of the Corporation pursuant to clause 210(3) of the *Canada Business Corporations Act* and, on the dissolution of the Corporation, is entitled to receive the remaining property of the Corporation available for distribution to its shareholders;

AND WHEREAS, in consideration for the conveyance of the property and assets of the Corporation to the Shareholder, the Shareholder has agreed to assume and discharge all liabilities of the Corporation;

NOW THEREFORE THIS INDENTURE WITNESSES THAT, in connection with the dissolution of the Corporation, the Corporation conveys, transfers and assigns to the Shareholder all its property and assets, whether real or personal, tangible or intangible, of every kind and description including, without limitation:

- (a) all property, movable or immovable, real or personal, of every kind and where ever situate, including freehold and leasehold property and leases, licences, franchises and similar rights;

- (b) all choses-in-action, including all the book and other debts (including accounts receivable) due or accruing due, and the full benefit and advantage of all securities for such debts;
- (c) all cash on hand and in banks and all bills, notes, shares, bonds, debentures and other securities (if any);
- (d) all plant, machinery, equipment, handling equipment, furniture, furnishings, accessories, vehicles and supplies of all kinds;
- (e) all furniture, furnishings, accessories, vehicles and supplies of all kinds;
- (f) all computer hardware and software, including all rights under licences and other agreements or instruments relating thereto;
- (g) all inventories, stock-in-trade and supplies of every kind and nature;
- (h) the full benefit and advantage of all existing contracts and engagements;
- (i) all goodwill;
- (j) all trade-marks, trade names, copyrights, trade designs, inventions, patents, licences, trade secrets, confidential information and other intellectual property;
- (k) all books of account, lists of suppliers and customers, documents and records;
- (l) all the shares in the capital of other corporations held by the Corporation; and
- (m) all other property, assets and rights to which the Corporation is or may hereafter be entitled in connection with the business formerly carried on by it or otherwise.

The Corporation irrevocably appoints any officer of the Shareholder, with full power of substitution, as its attorney to sign and execute, for and in the name of and on behalf of the Corporation, all deeds, transfers, conveyances and other documents for the purpose of vesting in the Shareholder the property and assets transferred or intended to be transferred and for any other purposes which may arise subsequent to the dissolution of the Corporation. Such appointment, being coupled with an interest, shall not be revoked by the dissolution of the Corporation.

The foregoing provisions of this Indenture shall enure to the benefit of and shall be enforceable by the successors and assigns of the Shareholder.

In consideration of the foregoing, the Shareholder hereby agrees to assume and discharge all liabilities (if any) now owing by the Corporation and pay all expenses in connection with the dissolution of the Corporation; provided, however, the aggregate liability of the Shareholder hereunder shall be limited to the aggregate value of the property and assets transferred to the Shareholder hereunder.

IN WITNESS WHEREOF the Corporation and the Shareholder have executed this Indenture.

CELESTICA MONTREAL INC.

by 

Anthony P. Puppi
Chief Financial Officer

CELESTICA INC.

by 

Elizabeth DelBianco
Chief Legal Officer