

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5323404

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HENKEL IP & HOLDING GMBH		12/21/2018
RECEIVING PARTY DATA		
Name:	LTI HOLDINGS INC.	
Street Address:	600 S. MCCLURE ROAD	
City:	MODESTO	
State/Country:	CALIFORNIA	
Postal Code:	95357	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Patent Number:	9574568	
Patent Number:	9157441	
Application Number:	14863085	
Patent Number:	8767400	
Patent Number:	9253928	
Application Number:	15191771	
Patent Number:	8647051	
Patent Number:	7777436	
Patent Number:	7863791	
Patent Number:	7692395	
Patent Number:	7940020	
Patent Number:	7231822	
Patent Number:	7305905	
Patent Number:	7481108	
Patent Number:	7347252	
Patent Number:	8142147	
Patent Number:	6491499	
Application Number:	10057622	
Application Number:	10080200	
Application Number:	16207839	

PATENT

CORRESPONDENCE DATA**Fax Number:** (317)523-0305

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: (317) 236-5882**Email:** ipdocket@icemiller.com, erica.clark@icemiller.com**Correspondent Name:** HOLIDAY W. BANTA**Address Line 1:** ONE AMERICAN SQUARE, SUITE 2900**Address Line 4:** INDIANAPOLIS, INDIANA 46282-0200

ATTORNEY DOCKET NUMBER:	38945.1000
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NAME OF SUBMITTER:	HOLIDAY W. BANTA
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SIGNATURE:	/Holiday W. Banta/
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DATE SIGNED:	01/14/2019
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Total Attachments: 8

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PATENT ASSIGNMENT

This Patent Assignment (this "**Assignment**"), is dated as of December 21, 2018, by **HENKEL IP & HOLDING GmbH**, a limited liability company organized under the laws of Germany having an address at 67 Henkelstrasse, Dusseldorf, Germany 40589 (the "**Assignor**"), in favor of **LTI HOLDINGS, INC.** a Delaware corporation (the "**Assignee**").

WHEREAS, The Bergquist Company ("**Seller**"), is selling certain assets to Assignee, pursuant to that certain Asset Purchase and Sale Agreement, dated as of December 14, 2018, between Seller and Assignee (the "**Asset Purchase Agreement**");

WHEREAS, the Asset Purchase Agreement contemplates that Assignee will acquire from Seller (or Seller's affiliates) certain inventions, patents and patent applications referred to in Schedule A attached hereto (collectively, the "**Patents**");

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Patents;

WHEREAS, Assignor is an affiliate of Seller; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, including payment of the purchase price paid to Seller pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

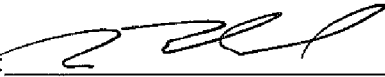
1. Assignor hereby irrevocably sells, assigns and transfers to Assignee the entire right, title and interest in and to said Patents including, but not limited to, (a) all inventions and improvements disclosed therein, (b) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, including all rights of priority, (c) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor and (d) all rights to enforce including, but not limited to, the right to sue and collect damages for any past, present or future infringements thereof, throughout the World.
2. Assignor covenants that when requested by Assignee, and without further consideration, but at the sole cost and expense of Assignee, Assignor will promptly execute and deliver to Assignee or its legal representative any and all instruments or affidavits required to apply for, obtain, maintain, issue, enforce and to perfect title to any of the Patents.
3. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Patents,

and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.
5. This Assignment may be executed and delivered in two (2) original, PDF or facsimile counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

[signature pages follow]

HENKEL IP & HOLDING GmbH

By: 
Name: *Michael G. Todd*
Title: *Managing Director*

By: _____
Name: _____
Title: _____

Signature Page to Patent Assignment

HENKEL IP & HOLDING GmbH

By: 

Name: Philippe GUEGAN

Title: Global marketing lead Acit
Managing Director Henkel IP & Holding GmbH

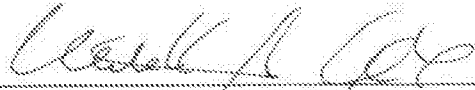
By: _____

Name: _____

Title: _____

Signature Page to Patent Assignment

LTI HOLDINGS, INC.

By: 
Name: Michael E. Angelo
Title: President & CEO

Signature Page of Patent Assignment

Schedule A

Patents

	A	B	C	D	E	F	G	H	I
1									
2	Unycom Ref	Title	CTY	FilingDate	FilingNumber	GrantDate	GrantNumber	ExpiryDate	Inventor
3	2015PF33260	Double Inlet Centrifugal Blower with Peripheral Motor	US	2012.10.19	13/656227	2017.02.21	9574568	2033.08.03	Hoyt, Robert; Dickinson, Roger
4			US	2011.10.20	13/277269	2015.10.13	9157441	2034.04.29	
5			US	2015.09.23	14/863085			2032.08.03	
6									
7	2015PF33261	Cooling Module with Parallel Double Inlet Blowers	FR	2012.06.27	12804638.0	2017.05.17	2724598	2032.06.27	O'Connor, John F.; Dickinson, Roger
8			CN	2012.06.27	201280031782.4	2016.10.26	ZL201280031782.4	2032.06.27	
9			DE	2012.06.27	12804638.0	2017.05.17	2724598	2032.06.27	
10			GB	2012.06.27	12804638.0	2017.05.17	2724598	2032.06.27	
11			US	2012.06.27	13/534722	2014.07.01	8767400	2032.06.27	
12			US	2012.10.22	13/656812	2016.02.02	9253928	2034.03.17	
13									
14	2015PF33262	Cooling Module with Multiple Parallel Blowers	DE	2011.06.17	112011102067.8			2031.06.17	O'Connor, John F.; Dickinson, Roger
15			US	2016.06.24	15/191771			2031.06.17	
16									
17	2015PF33263	Low-Profile Centrifugal Fan	EP	2010.09.15	10176921.4			2030.09.15	Najman, Jan; O'Connor, John F.; Brauer, Michael C.T.
18			US	2010.09.07	12/876619	2014.02.11	8647051	2030.09.07	
19									

	A	B	C	D	E	F	G	H	I
2	Unycom Ref	Title	CTY	FilingDate	FilingNumber	GrantDate	GrantNumber	ExpiryDate	Inventor
20	2015PF33264	Sensorless Drive for Unipolar Three Phase BrUSHless DC Motors	US	2008.07.14	12/172789	2010.08.17	7777436	2028.07.14	Das, Ashit Kumar; Brown, Robert
21									
22	2015PF33265	Device and Method for Assembling Electric Motor (Old Title: Heat Staking Assembly Method for Electric Motor)	US	2008.10.27	12/259184	2011.01.04	7863791	2028.10.27	Hoyt, Robert
23									
24	2015PF33267	Extrapolation of Back EMF Signals in BrUSHless DC Motors	EP	2008.11.14	08850672.0			2028.11.14	Brown, Robert
25			US	2007.11.16	11/941725	2010.04.06	7692395	2027.11.16	
26									
27	2015PF33268	Shaped Trapezoidal Drive Algorithm for BrUSHless DC Motors	US	2007.11.16	11/941426	2011.05.10	7940020	2027.11.16	Brown, Robert
28			EP	2008.11.14	08850566.4			2028.11.14	
29									

	A	B	C	D	E	F	G	H	I
2	Unycom Ref	Title	CT	FilingDate	FilingNumber	GrantDate	GrantNumber	ExpiryDate	Inventor
30	2015PF33269	Machine and Method For Balancing A Member During Rotation	US	2001.02.25	10/788106	2007.06.19	7231822	2024.02.25	Emr, Christopher E.; Peresada, Gary L.; Marvin, Russel H.
31									
32	2015PF33270	Rotatable Member with an Annular Groove for Dynamic Balancing During Rotation	US	2004.01.09	10/754284	2007.12.11	7305905	2024.01.09	Rocky, Drew M.; O'Connor, John F.; Marvin, Russell H.
33			US	2007.10.24	11/923102	2009.01.27	7481108	2027.10.24	
34									
35	2015PF33273	Centrifugal Impeller	US	2004.10.28	10/978228	2008.03.25	7347252	2024.10.28	O'Connor, John F.
36			US	2001.10.25	10/057622			2021.10.25	
37									
38	2015PF33274	Centrifugal Blower With Partitioned Scroll	US	2002.02.19	10/080200				O'Connor, John F.; Dickinson, Roger; Marvin, Russell, H.
39			US	2008.04.09	12/100063	2012.03.27	8142147	2028.04.09	
40									
41	2015PF33275	Axial Flow Fan	CN	2001.08.30	01816446.3	2009.10.07	1816446.3	2021.08.30	Curtis, David; Marvin, Russell H.
42			US	2000.09.27	09/670777	2002.12.10	6491499	2020.09.27	
43									