

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5363108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MECHANICAL POWER CONVERSION LLC	12/21/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MOTORCAR PARTS OF AMERICA, INC.
<b>Street Address:</b>	2929 CALIFORNIA STREET
<b>City:</b>	TORRANCE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90503
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8587322
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)408-3141
<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>	
<b>Phone:</b>	202-408-3121 X62348
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<b>Address Line 1:</b>	1090 VERMONT AVENUE NW, SUITE 430
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	6
<b>NAME OF SUBMITTER:</b>	JEAN PATERSON
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	02/06/2019
<b>Total Attachments: 4</b>	
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## PATENT ASSIGNMENT AGREEMENT

**THIS AGREEMENT** is made this 21st day of December, 2018, by and between Mechanical Power Conversion LLC, dba E&M Power (the "Assignor"), having its primary place of business at 6 Emma Street, Binghamton, NY 13905, and Motorcar Parts of America, Inc. (the "Assignee") having its primary place of business at 2929 California Street, Torrance, CA 90503 (collectively the "Parties").

**WHEREAS**, Licensor is has invented Methods and apparatus for motor emulation (the "Invention"), and has been granted United States Letters Patent for said invention, Patent No. 8587322 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number Us 2012/0105072 A1 (the "Patent Application").

**WHEREAS**, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
  - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
  - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
  - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
3. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
4. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.

5. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles.
6. *Counterparts.* This Agreement may be executed in any number of counterparts, and by facsimile or electronic mail (so long as followed by prompt delivery of the original signature upon the other Party's request), each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument.
7. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Mechanical Power Conversion, LLC  
6 Emma Street  
Binghamton, New York 13901  
Attention: David Eddy  
Facsimile:  
Email: eddy@eandmpower.com  
Phone No.: 607-766-9620

If to Assignee:

Motorcar Parts of America, Inc.  
Attn: Mr. Michael Umansky, Vice  
President, Secretary & General Counsel  
2929 California Street  
Torrance, CA 90503  
Telephone: (310) 972-4015  
Fax: (310) 943-1630

With a concurrent copy to:

Levene Gouldin & Thompson LLP  
450 Plaza Drive  
Vestal, NY 13850  
Attn: Dorian D. Ames, Esq.  
Fax: 607-763-9211  
Email: dames@lgtlegal.com  
Phone No.: 607-584-5658

9. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

10. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**ASSIGNOR**

Mechanical Power Conversion, LLC

By: [Signature]  
Signature

DAVID EDDY  
Print Name

PRESIDENT  
Title

**ASSIGNEE**

Motorcar Parts of America, Inc.

By: [Signature]  
Signature

CHAS. W. BRES & CO.  
Print Name

CHAS. W. BRES & CO.  
Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

\_\_\_\_\_  
Printed Name of Notary

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

State of New York)  
)  
County of Broome) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **DAVID EDDY** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of December, 2018.

  
Signature of Notary Public

(Seal)  
Rebekah L. Wayman  
Printed Name of Notary

REBEKAH L. WAYMAN  
Notary Public-State of New York  
No. 01WA6037662  
Qualified in Tioga County  
Commission Expires February 22, 2022

My commission expires on February 22, 2022.