

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7053597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ENGINEERED PROPULSION SYSTEMS, INC.	07/14/2021
RECEIVING PARTY DATA	
Name:	GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC.
Street Address:	3550 GENERAL ATOMICS COURT
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13646576
Application Number:	15422613
Application Number:	16827142
Application Number:	61543624
PCT Number:	US2012059121
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	GATMC.025PR/A/C1/C2/WO
NAME OF SUBMITTER:	KREGG A. KOCH
SIGNATURE:	/Kregg A. Koch/
DATE SIGNED:	12/02/2021
Total Attachments: 6	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of July 14, 2021, is entered into by and between General Atomics Aeronautical Systems, Inc., (the "Buyer") and Engineered Propulsion Systems, Inc., a Delaware corporation (the "Seller," and together with the Buyer, the "Parties" and each, a "Party"). Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 1, 2021, the Seller has agreed to transfer, assign, and deliver to the Buyer the Purchased Assets, all in accordance with the terms set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, *inter alia*, the Seller has agreed to assign to Buyer and the Buyer has agreed to acquire from the Seller all of Seller's intellectual properties and rights thereto including, without limitation, all trademarks, trademark applications, trade secrets, know how, copyright, industrial designs, licenses, covenants, and patents and patent applications, including those certain patents and patent applications set forth therein (as also listed on Exhibit A hereto).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. The Seller hereby irrevocably conveys, transfers, and assigns to the Buyer all of Seller's right, title, and interest in and to the following:
 - a. all patents and patent applications for which Seller has an interest in, including the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, any patent or patent application whose effective filing date relies on any of the foregoing, and renewals thereof (the "Transferred Patents");
 - b. all trademarks, trademark applications, trade secrets, know how, copyright, industrial designs for which the Seller has an interest in;
 - c. all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Closing, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, misuse, breach, or default, with

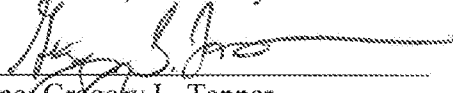
the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Buyer. Following the date hereof, upon Buyer's request, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Transferred Patents to the Buyer, or any assignee or successor thereto.
3. Limited Power of Attorney. The Seller hereby appoints the Buyer as the true and lawful attorney-in-fact of the Seller, with full power of substitution, having full rights and authority, in the name of the Seller to do all acts and things in relation to the matters set forth in Section 2 of this Assignment as the Buyer shall reasonably deem desirable. The Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by the Seller.
4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Purchased Assets and Transferred Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
7. Governing Law. This Assignment is deemed to be executed and delivered within the State of Wisconsin, and it is the intention of the Parties that it shall be construed, interpreted and applied in accordance with the laws of the State of Wisconsin without regard to its conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed as of the date and year first above written.

**GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC., as the Buyer**

By: 
Name: Gregory L. Tanner
Title: Treasurer

**ENGINEERED PROPULSION SYSTEMS,
INC., as the Seller**

By: _____
Name: Michael Fuchs
Title: President

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment Agreement to be executed as of the date and year first above written.

**GENERAL ATOMICS AERONAUTICAL
SYSTEMS, INC., as the Buyer**

By: _____
Name:
Title:

**ENGINEERED PROPULSION SYSTEMS,
INC., as the Seller**

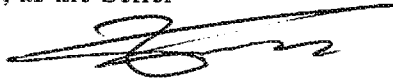
By:  _____
Name: Michael Fuchs
Title: President

EXHIBIT A

Transferred Patents

Title	Jurisdiction	Status	Application Number	Filing Date	Publication Number	Patent Number	Issue Date
ENGINE WITH HYBRID CRANKCASE	United States of America	Conceded	60531260	14-Jul-06	na	na	na
	United States of America	Granted	11/879,011	13-Jul-07	US20080022963	US7509936	31-Mar-09
	Patent Cooperation Treaty	Expired	2007016995	16-Jul-07	WO200805588	na	na
AERO COMPRESSION COMBUSTION DRIVE ASSEMBLY CONTROL SYSTEM	United States of America	Conceded	61743624	5-Oct-11	na	na	na
	Patent Cooperation Treaty	Expired	PCT/US2012059101	5-Oct-12	WO2013052912	na	na
aka Injection Control Strategy for Low Cetane Fuel	United States of America	Granted	13/646,576	5-Oct-12	US20130291550	US9611790	4-Apr-17
	Australia	Granted	2012318370	5-Oct-12	AU2012318370	AU2012318370	9-Mar-17
	Brazil	Published	1120140083088	5-Oct-12	BR112014008308	na	na
	Canada	Granted	2,853,748	5-Oct-12	CA2853748	CA2853748	na
	China (People's Republic)	Granted	201280060010.3	5-Oct-12	CN104066952	CN104066952	na
	Hong Kong	Published	15102898.2	5-Oct-12	HK1207604	na	na
	European Patent Convention	Published	12838031.8	5-Oct-12	EP2764223	na	na
	India	Published	741/MUMNP/2014	5-Oct-12	IN741MUN2014	na	na
	Russian Federation	Granted	2014117700	5-Oct-12	RU2014117700	RU2616730	18-Apr-17
aka Combustion Tuning to Avoid Harmful Natural Resonance Frequencies	United States of America	Published	15/422,613	2-Feb-17	US20170145945	US10598119	na
Filed with original parent claims	United States of America	Published	16/827,142	23-Mar-20	US20200392920	na	na
AN AERODIESEL ENGINE	United States of America	Conceded	60546391	12-Oct-11	na	na	na
	Patent Cooperation Treaty	Expired	PCT/US2012059946	12-Oct-12	WO2013055811	na	na
aka Eight Cylinder Flat Vee Ignition Order	United States of America	Granted	13/650,569	12-Oct-12	US20130112158	US9181868	10-Nov-15
	Australia	Granted	2012322066	12-Oct-12	AU2012322066	AU2012322066	5-Jan-17
	Brazil	Pending	1120140090386	12-Oct-12	BR112014009038	na	na
	Canada	Granted	2,854,230	12-Oct-12	CA2854230	CA2854230	na
	China (People's Republic)	Granted	201280061293.3	12-Oct-12	CN104145104	CN104145104	23-Feb-18

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Title	Jurisdiction	Status	Application Number	Filing Date	Publication Number	Patent Number	Issue Date
aka Eight Cylinder Engine with Independently Operable Cylinder Banks ENHANCED AERO DIESEL ENGINE	Hong Kong	Published	15102909.9	12-Oct-12	HK1202605		
	European Patent Convention	Granted	12839362.6	12-Oct-12	EP2766588	EP2766588	21-Jun-17
	Austria	Granted	12839362.6	12-Oct-12	Validation		21-Jun-17
	Switzerland	Granted	12839362.6	12-Oct-12	Validation		21-Jun-17
	Germany	Granted	12839362.6	12-Oct-12	Validation	DE602012033807.5	21-Jun-17
	France	Granted	12839362.6	12-Oct-12	Validation		21-Jun-17
	United Kingdom	Granted	12839362.6	12-Oct-12	Validation		21-Jun-17
	Italy	Granted	12839362.6	12-Oct-12	Validation		21-Jun-17
	India	Published	3208/DELNP/2014	12-Oct-12	IN3208DEN2014		
	Russian Federation	Granted	2014118576	12-Oct-12	RU2014118576	RU2628680	21-Aug-17
	United States of America	Granted	14/918,750	21-Oct-15	US20160102605	US9447729	20-Sep-16
	United States of America	Converted	12/533,459	21-Jul-17	us		
	Patent Cooperation Treaty	Expired	PC/PUS2018043001	30-Jul-18	WO2019030761	us	
	United States of America	Published	16/632,783	20-Jul-18	US20200158015		
	Australia	Published	2018304462	20-Jul-18	AU2018304462		
	Brazil	Published	1120200013048	20-Jul-18	BR1120200013048		
	Canada	Published	3070483	20-Jul-18	CA3070483		
China (People's Republic)	Published	201880060888.4	20-Jul-18	CN111108275			
European Patent Convention	Published	18835228.0	20-Jul-18	EP3655635			
India	Pending	202017007206	20-Jul-18				
Russian Federation	Pending	2020107663	20-Jul-18				

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RECORDED: 12/02/2021

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