

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cummins Filtration Inc.		10/31/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	IOP Filter, Inc.		
Street Address:	1603 Orrington Ave.		
Internal Address:	Suite 700		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3795035	KUSS	
CORRESPONDENCE DATA			
Fax Number:	7349946331		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-302-6000		
Email:	mspink@brinkshofer.com		
Correspondent Name:	Michael N. Spink		
Address Line 1:	524 South Main Street		
Address Line 2:	Suite 200		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	14625-029		
NAME OF SUBMITTER:	Michael N. Spink		
Signature:	/Michael N. Spink/		

CH \$40.00 3795035

Date:

05/24/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made as of this 31 day of October, 2011, by and among Cummins Filtration Inc., an Indiana corporation ("CFI"), and Cummins Filtration IP Inc., a Delaware corporation, and Cummins Inc., an Indiana corporation, (collectively "Assignors"), and IOP Filter, Inc., a Delaware corporation ("Assignee"). This Assignment is being entered into pursuant to the Asset Purchase Agreement (the "Agreement") dated as of September 2, 2011, between CFI, Assignee and the other parties thereto. Unless otherwise defined in this Assignment, words and phrases with initial capital letters have the meanings given to them in the Agreement. Assignors own certain registered and unregistered intellectual property, including, but not limited to the Intellectual Property, patents, trademarks, copyrights, internet domain names and other disclosures listed on Schedule A attached hereto, and including the Transferred Intellectual Property, (cumulatively, the "Assigned Intellectual Property").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign unto Assignee all of each Assignor's right, title and interest in and to:

- (i) the Assigned Intellectual Property and the registrations and applications therefor in the United States and throughout the world;
- (ii) with respect to patents and patent applications, all patents or patent applications claiming the benefit therefrom, including under 35 U.S.C. § 120 and including all divisions, continuations, and continuations-in-part thereof; all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from said patent application under the patent laws of the United States, the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the invention in any country and all extensions, renewals and reissues thereof, all of the foregoing items to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which letters patent or patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;
- (iii) all Proprietary Rights (as defined in the Agreement) contained in the Assigned Intellectual Property;

- (iv) the goodwill of the business symbolized by the Assigned Intellectual Property; and
- (v) the right to sue and recover for, and the right to profits, income, royalties, penalties or damages due or accrued arising out of or in connection with any and all past, present and future infringements or dilution of or damage or injury to the Assigned Intellectual Property and related goodwill, in each case, subject to the terms and conditions of the Agreement.

Each Assignor agrees to execute and deliver at the request of Assignee, all documents, instruments, and assignments, and to perform other reasonable acts Assignee may require in order to convey to and confirm in Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property and provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Each Assignor, on behalf of itself and all predecessors in interest, hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Canadian Intellectual Property Office, or other foreign authorities to issue the applicable intellectual property, to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

CUMMINS FILTRATION INC.
CUMMINS INC

By: [Signature]

Printed Name: Tom Linebarger

Title: Authorized Signatory of
Cummins Filtration Inc.
President & Chief Operating
Officer of Cummins Inc.

Subscribed and sworn to before me
on this ____ day of _____, 2011.

[Signature]

Notary Public

My Seal Expires

CUMMINS FILTRATION IP INC.

By: _____

Printed Name: Mark J. Sifferlen

Title: President and Director

Subscribed and sworn to before me
on this ____ day of _____, 2011.

Notary Public

My Seal Expires



[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

CUMMINS FILTRATION INC.

By: _____

Printed Name: Tom Linebarger

Title: Authorized Signatory

Subscribed and sworn to before me on this _____ day of _____, 2011.

Notary Public

My Seal Expires

CUMMINS FILTRATION II INC.

By: *[Signature]*

Printed Name: Mark J. Sifferlen

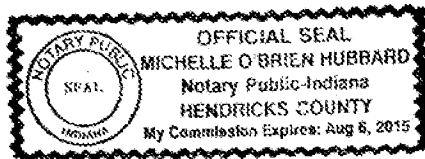
Title: President and Director

Subscribed and sworn to before me on this _____ day of _____, 2011.

[Signature]

Notary Public

My Seal Expires



[Signature Page to Intellectual Property Assignment]

Acknowledged and agreed:

IOP FILTER, INC.

By: Robert M. Vedra

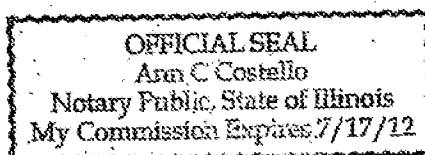
Printed Name: Robert M. Vedra

Title: President

Subscribed and sworn to before me
on this 28 day of October, 2011.

Ann C Costello
Notary Public

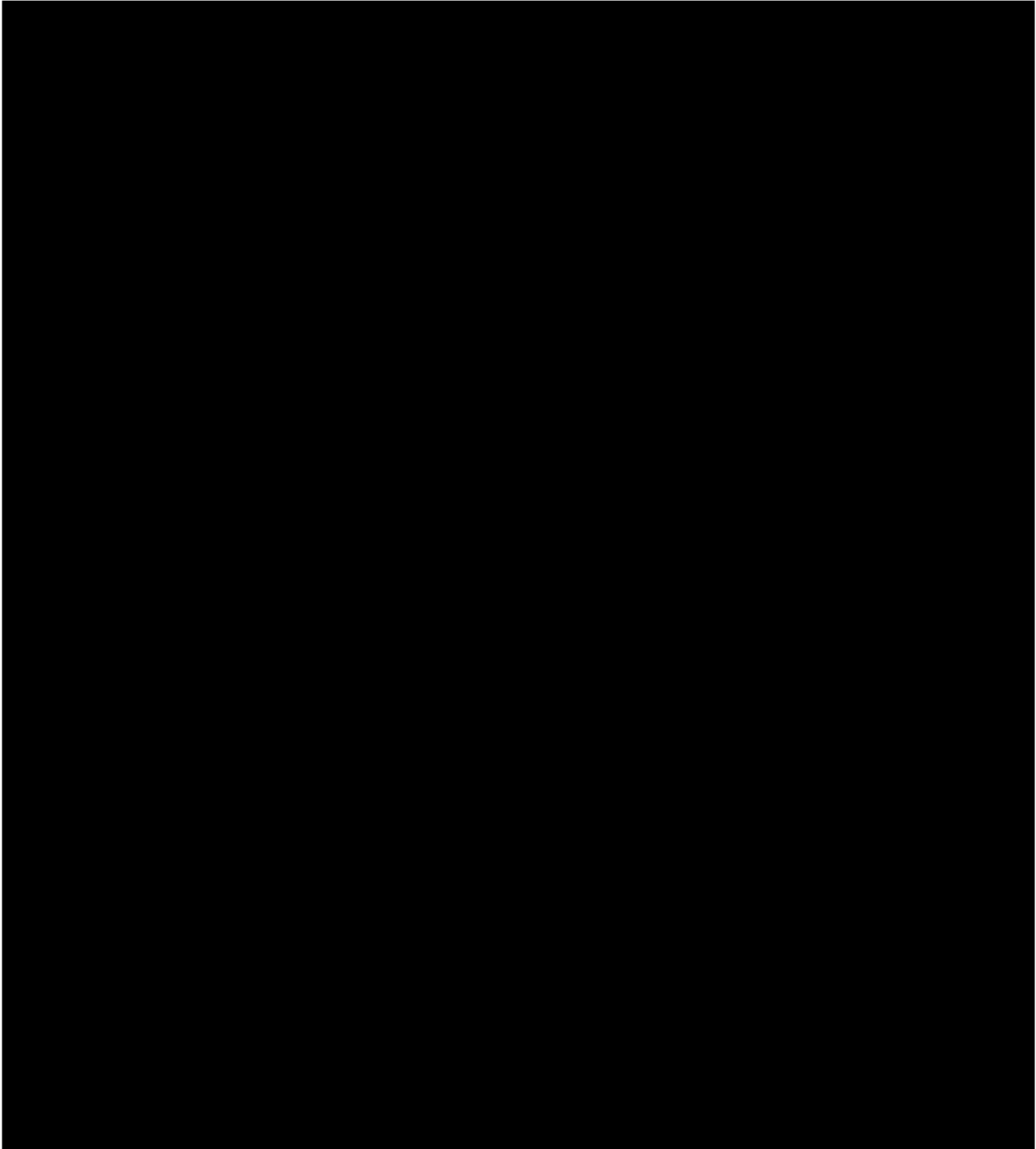
My Seal Expires 7/17/12

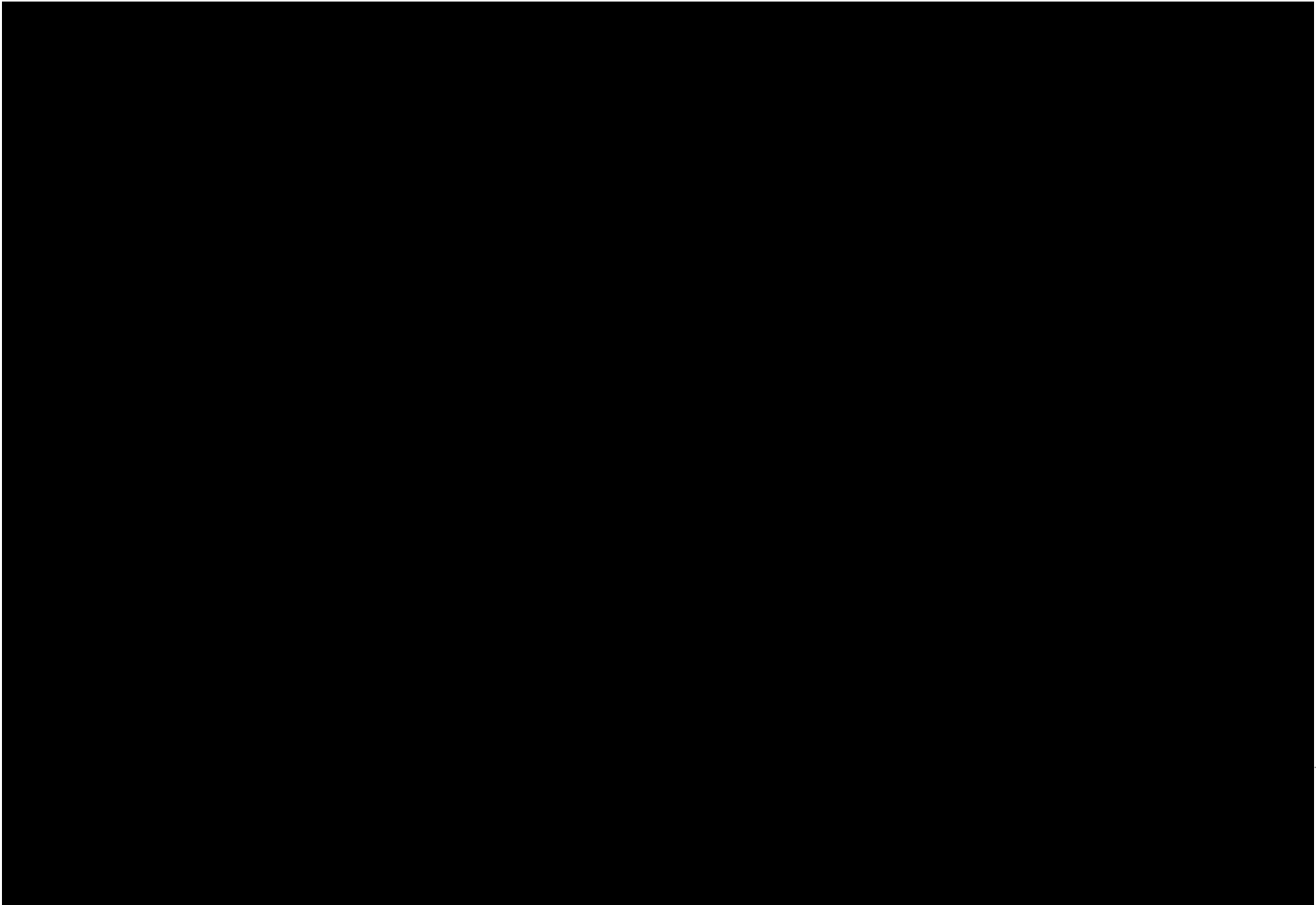


TRADEMARK

REEL: 004787 FRAME: 0506

SCHEDULE A
TO
INTELLECTUAL PROPERTY ASSIGNMENT





Trademarks:

Matter	Type	Country	Summary	Status	Registrant	Client Right	Application ID	Registration ID	Filing Date	Eff Date
CMB 0035 US	Trademark	US - United States of America	KUSS In Class 07 Int.	Registered	Cummins Filtration Inc.	KUSS	78742063	3795035	27-OCT- 05	25-MAY- 10

