TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Miratech Holdings, Inc.		05/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Miratech Intermediate Holdings, Inc.
Street Address:	420 S. 145th Avenue
Internal Address:	Mail Drop A
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74108-1305
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2578505	MIRATECH
Registration Number:	3710036	V-CAT
Registration Number:	4439196	MIRATECH
Serial Number:	86206147	LTR
Serial Number:	86258960	QUAD-TUNED
Serial Number:	86258986	QUAD-TUNED SILENCER

CH $165.00 2578505

CORRESPONDENCE DATA

Fax Number: 3128622200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	37869-195
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/

DATE SIGNED:	05/15/2014

Total Attachments: 8

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Execution Version

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Assignment**") is made and entered into as of May 9, 2014 (the "**Effective Date**") by and between Miratech Holdings, Inc. ("**Assignor**"), and Miratech Intermediate Holdings, Inc. ("**Assignee**"). Assignor and Assignee are referred to collectively herein as the "**Parties**." All defined terms not otherwise defined herein shall have the meaning set forth in that certain Asset Purchase Agreement dated as of May 9, 2014, by and between Assignor and Miratech Holdings, LLC (the "**APA**").

RECITALS

A. **WHEREAS**, Assignor and Miratech Holdings, LLC are parties to the APA, pursuant to which Miratech Holdings, LLC has assigned to Assignor certain assets of Miratech Holdings, LLC, including all Intellectual Property;

B. **WHEREAS**, Assignor and Assignee are parties to that certain Restructuring Agreement dated May 9, 2014 (the "**Restructuring Agreement**"), pursuant to which Assignor has agreed to contribute such assets to Assignee; and

C. **WHEREAS**, pursuant to the Restructuring Agreement, Assignor desires to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title, and interest in and to Intellectual Property (such Intellectual Property, together with the Business Name, Patents, Trademarks, and Copyrights, the "Transferred IP"), including, without limitation: (i) the patents and patent applications set forth on Schedule A attached hereto ("Patents"); (ii) the trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith ("Trademarks"); and (iii) the copyright registrations and applications set forth on Schedule C attached hereto ("Copyrights").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective immediately:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, free and clear of all Encumbrances (except as for the Permitted Encumbrances), all of Assignor's rights, title, and interest in and to the Transferred IP throughout the world, together with all (i) claims, causes of action and enforcement rights of any kind, whether currently pending, filed or otherwise, and whether known or unknown, under or arising from such Intellectual Property, including all rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, or conflict with such Transferred IP; (ii) royalties, income and other payments due as of the Effective Date and thereafter under or arising from such Intellectual Property; and (iii) copies and tangible embodiments of such Transferred IP (in any form or medium).

2. Assignor hereby requests the Registrar of Copyrights, Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred IP.

3. Assignor hereby waives any moral rights, including, but not limited to, rights of attribution, integrity, and disclosure, arising from all or any part of the Transferred IP (including the Copyrights), together with all claims for damages and other remedies asserted on the basis of moral rights, and assigns, transfers, conveys and delivers to Assignee any waivers granted to Assignor of any such moral rights.

4. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

5. This Assignment will be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its principles of conflicts of laws or choice of law.

6. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[*signature pages follow*]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

MIRATECH HOLDINGS, INC.

By: _____
Name: Donald G. Bramley
Title: President

[SIGNATURE PAGE - IP ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNEE

MIRATECH INTERMEDIATE HOLDINGS, INC.

By: _____
Name: Donald G. Bramley
Title: President

[SIGNATURE PAGE - IP ASSIGNMENT AGREEMENT]

Schedule A

Patents and Patent Applications

Country	Title	Patent No. Issue Date	Pub. No. Pub. Date	Appln. No. Filing Date	Owner
USA	Catalytic converter system and element for diesel engines	8066950 11/29/2011	2008-0229733 09/25/2008	12/059472 03/31/2008	Miratech Holdings, Inc.
USA	Wound process element and method of production	7653998 B1 02/02/2010		11/226754 09/14/2005	Miratech Holdings, Inc.
USA	Catalytic converter system for diesel engines	7412824 08/19/2008		11/311868 12/19/2005	Miratech Holdings, Inc.
USA	Catalytic converter and catalyst element therefor	7157060 01/02/2007		10/279264 10/24/2002	Miratech Holdings, Inc.
USA	Quadruple-Tuned Silencer Apparatus and Method for Attenuating Sound From an Engine Exhaust			14/051,224 10/10/2013	Miratech Holdings, Inc.
USA	NOx sensors for SCR control			13/743,789 1/17/2013	Miratech Holdings, Inc.
USA	Method and Apparatus for Analysis and Selective Catalytic Reduction of NOx-Containing Gas Streams			14/156,875	Miratech Holdings, Inc.
PCT	Catalytic converter system and element for diesel engines		10/8/2009	PCT/US2008/080138 10/16/2008	Miratech Holdings, Inc.
USA	Method and Apparatus for Analysis and Selective Catalytic Reduction of NOx-Containing Gas Streams			14/156,875	Miratech Holdings, Inc.
CANADA	Catalytic converter system and element for diesel engines			2698241 3/1/2010	Miratech Holdings, Inc.

Schedule B

Trademark Registrations and Applications

Country	Trademark	Application No.	Filing Date	Registration No.	Registered	Owner
USA	MIRATECH	76305484	29 AUG 2001	2578505	11 JUN 2002	Miratech Holdings, Inc.
USA	V-CAT	77/549449	18 AUG 2008	3710036	10 NOV 2009	Miratech Holdings, Inc.
USA	MIRATECH LOGO	85/872743	11 MAR 2013	4439195	26 NOV 2013	Miratech Holdings, Inc.
USA	LTR	86/206147	27 FEB 2014			Miratech Holdings, Inc.
USA	QUAD TUNED	86/258960	22 APR 2014			Miratech Holdings, Inc.
USA	QUAD TUNED SILENCER	86/258986	22 APR 2014			Miratech Holdings, Inc.

Schedule C

Copyright Registrations and Applications

Title	Registration Number	Registration Date	Owner
Catalytic converter installation & operation manual	TXu1082048	February 26, 2003	Miratech Holdings, Inc.
MEC-2001 air/fuel ratio controller : installation & operation manual	TXu1063658	August 9, 2002	Miratech Holdings, Inc.