

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/30/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Comfort Products, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Carrier Corporation		
Street Address:	One Carrier Place		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06034		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1290880	RPJ	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<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:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA12657		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	07/16/2014		
Total Attachments: 17			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”), made and entered into as of November 30, 2012 (“Effective Date”), is by and between International Comfort Products, LLC, a limited liability company organized under the laws of Delaware, having an office at 650 Heil Quaker Avenue, Lewisburg, Tennessee 37091 (“ICP”) and Carrier Corporation, a company organized under the laws of Delaware, having an office at One Carrier Place, Farmington, Connecticut 06034 (“Carrier”). ICP and Carrier shall be collectively referred to herein as the “Parties”.

WHEREAS, ICP is the owner of all right, title and interest in and to intellectual property, defined in Section 1; and

WHEREAS, ICP wishes to transfer and assign to Carrier, and Carrier wishes to accept and assume, all right, title and interest in and to such intellectual property, as defined and contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Definitions.

“ICP Intellectual Property” shall mean and include all of the following:

- 1.1 “ICP Trademarks”, which shall mean the following: the trademarks and service marks listed in **Schedule A** to this Agreement and any other trademarks and service marks in which ICP owns any right, title and/or interest in and to as of the Effective Date, whether by rights of use or otherwise (collectively, the “Marks”), as well as all trademark applications and registrations for the Marks, all common law rights in the Marks, and the goodwill of any business connected with the use of and symbolized by the Marks.
- 1.2 “ICP Patents”, which shall mean any and all patents and patent applications in which ICP owns any right, title and/or interest in and to as of the Effective Date, the patents and patent applications listed in **Schedule B** to this Agreement, and all extensions, continuations, continuations-in-part, provisionals, divisions, reissues, reexaminations, renewals, corrective certificates, derivatives, and related applications and registrations for such patents and patent applications, as well as the subject matter disclosed and claimed therein, whether or not such items are listed in **Schedule B**.

- 1.3 "ICP Copyrights", which shall mean all copyright applications and copyright registrations authored, owned, or claimed by ICP, and all literary, musical, pictorial, graphic, sculptural, audiovisual and architectural works, sound recordings, source code, software, designs and other works of authorship in which ICP owns any right, title and interest in and/or to as of the Effective Date.
- 1.4 "ICP Trade Secrets", which shall mean all trade secrets, confidential information, inventions, ideas, processes, formulas, codes, data, programs, know-how, discoveries, designs, techniques, research, developments, products, business plans, unpublished financial information, agreements, prices, costs, distributors, suppliers, customers and any other confidential business activities and information that ICP owns any right, title and interest in and/or to as of the Effective Date.
- 1.5 "ICP Domain Names", which shall mean all domain names registered to ICP as of the Effective Date.
- 1.6 "ICP Licenses", which shall mean all active licenses that have been granted to ICP as of the Effective Date, including, without limitation, licenses to intellectual property, trademarks, patents, copyrights, trade secrets, domain names, inventions, and software.
- 1.7 "Other Intellectual Property", which shall mean any other intellectual property, including, without limitation, any trademarks, patents, inventions, discoveries, copyrights, trade secrets, and domain names not captured in the definitions above, in which ICP owns any right, title and interest in and/or to as of the Effective Date.

2. Assignment of ICP Intellectual Property

2.1 ICP hereby irrevocably assigns and transfers to Carrier all right, title and interest in and to the ICP Intellectual Property, including all rights of action arising from the ICP Intellectual Property, all claims for damages for reason of past, present and future infringement of the ICP Intellectual Property, the right to sue for past, present and future infringement of the ICP Intellectual Property and to collect damages for such infringement, the right to apply for and obtain intellectual property protection, including trademarks, patents and copyrights, that claim priority to the ICP Intellectual Property or are otherwise based on the ICP Intellectual Property, and the right to collect all income, royalties and any payments now or hereafter due or payable with respect to the ICP Intellectual Property, all of the foregoing to be held and enjoyed by Carrier for its own use and benefit and for the use and benefit of its successors and assigns as the same would have been held by ICP had this assignment not been made.

2.2 In furtherance of Section 2.1, ICP and Carrier agree, at the time that they execute this Agreement, to execute the Trademark and Patent Assignment Agreements ("Assignment Agreements"), attached hereto as **Schedules C** and **D**, the terms of such Assignment Agreements being fully incorporated herein.

3. Representations and Warranties of ICP.

ICP represents and warrants to Carrier as follows:

3.1 ICP is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and it has full power and authority to enter into this Agreement, the Assignment Agreements, and any other documents and instruments required to effect the assignment of the ICP Intellectual Property to Carrier, and to carry out the transactions contemplated hereby. Neither the execution and delivery of this Agreement and the Assignment Agreements, nor the assignment of the ICP Intellectual Property to Carrier, will violate or be in conflict with any corporate or incorporation documents of ICP or any provision of any applicable law binding upon or applicable to ICP, give rise to any right of termination, cancellation, increase in obligations, imposition of fees or penalties under any debt, note, bond, indenture, mortgage, lien, lease, license, instrument, contract, commitment or other agreement, order, arbitration award, judgment or decree, to which ICP is a party or by which it is bound or to which the ICP Intellectual Property is subject, or result in the creation or imposition of any mortgage, lien, charge, pledge, security interest, other encumbrance or third party right ("Encumbrances") upon any of the ICP Intellectual Property.

3.2 ICP owns all right, title and interest, and has good and marketable title, in and to the ICP Intellectual Property, free and clear of all Encumbrances. ICP has the full right, free and clear of all Encumbrances, to irrevocably assign and transfer to Carrier all right, title and interest in and to the ICP Intellectual Property.

3.3 This Agreement and the Assignment Agreements have been duly executed and delivered by ICP, and constitute legal, valid and binding obligations of ICP, enforceable in accordance with their terms.

4. Representations and Warranties of Carrier. Carrier represents and warrants to ICP that Carrier is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and it has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. This Agreement and the Assignment Agreements have been duly executed and delivered by Carrier, and constitute legal, valid and binding obligations of Carrier, enforceable in accordance with their terms.

5. Miscellaneous.

5.1 This Agreement and the Schedules hereto, including the Assignment Agreements, constitute the entire agreement of the Parties and supersede all other prior or contemporaneous agreements and understandings, both written and oral, among or between the Parties with respect to the subject matter hereof.

5.2 If any of the trademarks and patents listed in the Schedules hereto are not owned by ICP or cannot be assigned by ICP to Carrier, that should not waive or nullify any other assignment made by ICP to Carrier hereunder.

SCHEDULE A

ICP TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Country	Status	Class	Application No.	Registration No.
TEMPSTAR	South Africa	Registered	11	96/0731	96/00731
TEMPSTAR	South Africa	Registered	11	96/0730	96/00730
TEMPSTAR	Greece	Application	11	134486	
COMFORTMAKER	Greece	Registered	11	134488	134488
FAST	Greece	Registered	11, 16	134512	134512
TEMPSTAR	Greece	Application	11	134487	
COMFORTMAKER	South Africa	Registered	11	96/0729	96/00729
COMFORTMAKER	Brazil	Application	6, 7, 8, 9, 10, 11, 12, 14, 19, 21, 22, 37	821809377	
ARCOAIRE	Mexico	Registered	11	203937	510545
COMFORTMAKER	Mexico	Registered	11	203936	510544
FAST	Mexico	Registered	16	292060	556235
FAST	Mexico	Registered	11	292068	551340
QUAKER	Mexico	Registered	11	234876	546955
VILLAGER	Mexico	Registered	11	208074	531333
HELP	U.S. Federal	Registered	36	76233272	2684508
ARCOAIRE	Canada	Registered	11	070437500	TMA417106
COMFORTMAKER	Canada	Registered	11	061634200	TMA368463
ENVIROPLUS 90	Canada	Registered	11	075392600	TMA492726
FAST & DESIGN	Canada	Registered	16	062345000	TMA390771
H.E.L.P.	Canada	Registered	36	080066700	TMA542198

HEIL	Canada	Registered	9, 11	065749300	TMA412503
HEIL & DESIGN	Canada	Registered	11	065804100	TMA426084
HELP & DESIGN	Canada	Registered	42	100721400	TMA564139
QUAKER BURNOIL	Canada	Registered	11	099288600	NFLD002886
COMFORTMAKER	Paraguay	Registered	11	9717133	211552
FAST	Paraguay	Registered	11	9716900	208801
FAST	Paraguay	Registered	16	9716902	208802
COMFORTMAKER	Ecuador	Registered	11	81139	2160
TEMPSTAR	Ecuador	Registered	11	81136	2158
TEMPSTAR	Ecuador	Registered	11	81138	2159
TEMPSTAR	Israel	Registered	11	120614	
TEMPSTAR	Israel	Registered	11	120615	
FAST	Colombia	Registered	11	96 59116	200467
TEMPSTAR	Colombia	Registered	11	96 16080	191367
COMFORTMAKER	Argentina	Registered	11	2018820	1733879
COMFORTMAKER	Colombia	Registered	11	96 016078	236282
FAST (SEGURO)	Venezuela	Registered	11	1996- 018788	P207364
FAST	Argentina	Registered	11	2059243	1758275
FAST	Argentina	Registered	16	2059244	1750223
COMFORTMAKER	Austria	Registered	11	4639/97	174442
fast	Austria	Registered	11, 16	4642/97	172810
TEMPSTAR	Austria	Registered	11	4641/97	172809
TEMPSTAR	Austria	Registered	11	4640/97	172808
ICP	Brazil	Registered	37	823745252	823745252
ICP	Brazil	Registered	11	823745244	823745244
TEMPSTAR	China	Registered	11	1409486	1409486

TEMPSTAR	China	Registered	11	1409487	1409487
COMFORTMAKER	Colombia	Registered	11	96 16078	236282
TEMPSTAR	Poland	Registered	11	189073	129381
TEMPSTAR	Poland	Registered	11	189074	129380
COMFORTMAKER	United Kingdom	Registered	11	2053784	2053784
fast	United Kingdom	Registered	11, 16	2138766	2138766
TEMPSTAR	United Kingdom	Registered	11	2053786	2053786
TEMPSTAR	United Kingdom	Registered	11	2053782	2053782
TEMPSTAR	United Kingdom	Registered	11	B1367890	B1367890
TEMPSTAR	United Kingdom	Registered	11	B1367891	B1367891
COMFORTMAKER	France	Registered	11	98 739719	98 739719
TEMPSTAR	France	Registered	11	98 739717	98 739717
TEMPSTAR	France	Registered	11	98 739718	98 739718
FAST	China	Registered	11	2018146	2018146
TEMPSTAR	Argentina	Registered	11	2715401	2220744
TEMPSTAR	Argentina	Registered	11	2715402	2220745
ARCOAIRE	Brazil	Registered	11	821444255	821444255
COMFORTMAKER	Brazil	Registered	11	818010320	818010320
FAST	Brazil	Registered	16	819655511	819655511
TEMPSTAR	Brazil	Registered	11	819225819	819225819
TEMPSTAR	Brazil	Registered	11	819225827	819225827
TEMPSTAR	Brazil	Registered	11	819164143	819164143
TEMPSTAR	Brazil	Registered	37	819164160	819164160
TEMPSTAR	Brazil	Registered	35	819164178	819164178

COMFORTMAKER	Czech Republic	Registered	11	124944	214595
TEMPSTAR	Czech Republic	Registered	11	124943	214594
TEMPSTAR	Czech Republic	Registered	11	124945	214596
COMFORTMAKER	Spain	Registered	11	2008599 M0	2008599 M0
TEMPSTAR	Spain	Registered	11	2008983 MX	2008983 MX
TEMPSTAR	Spain	Registered	11	2008600 M8	2008600 M8
FAST	Colombia	Registered	16	96 59117	244862
FAST	Colombia	Registered	16	96 059117	244862
FAST	Colombia	Registered	11	96 059116	200467
TEMPSTAR	Colombia	Registered	11	96 016080	191367
TEMPSTAR	Community Trademark	Registered	9, 11	10475812	10475812
TEMPSTAR	Hungary	Registered	11	M9703081	154369
TEMPSTAR	Hungary	Registered	11	M9703080	154370
TEMPSTAR	Mexico	Registered	11	253142	517493
TEMPSTAR	Mexico	Registered	11	250384	514683
TEMPSTAR	Mexico	Registered	11	250385	667644
AIRQUEST	U.S. Federal	Registered	11	73767966	1549046
AIRQUEST	U.S. Federal	Registered	11	73645872	1456415
ARCOAIRE	U.S. Federal	Registered	11	73447944	1521671
COMFORTMAKER	U.S. Federal	Registered	11	73199364	1173055
COMFORTMAKER	U.S. Federal	Registered	11	71651150	0624058
FAST	U.S. Federal	Registered	11, 16	73195511	1144065
FAST OEM PARTS	U.S. Federal	Registered	7, 9, 11	75654482	2474898

FAST OEM PARTS	U.S. Federal	Registered	16	75654966	2605171
H.E.L.P.	U.S. Federal	Registered	36	74705246	2327487
HEIL	U.S. Federal	Registered	11	73195500	1141252
HEIL	U.S. Federal	Registered	11	72054617	0678440
ICP COMMERCIAL	U.S. Federal	Registered	11	75437248	2400526
ICP COMMERCIAL	U.S. Federal	Registered	11	75395926	2400486
MARATHERM	U.S. Federal	Registered	11	73768048	1549047
MARATHERM	U.S. Federal	Registered	11	73768049	1550065
QUIETCOMFORT	U.S. Federal	Registered	11	75380651	2625359
RPJ	U.S. Federal	Registered	11	73440187	1290880
SMARTCOMFORT	U.S. Federal	Registered	11	75380626	2588710
SOFTSOUND	U.S. Federal	Registered	11	75380625	2373359
HEIL	U.S. Federal	Registered	11	73195498	1155475

SCHEDULE B**ICP PATENTS AND PATENT APPLICATIONS**

Application Number	Application Date	Publication Number	Publication Country Code	Title
US2001766808A	2001-01-22	US6466132B1	US	Incipient failure indication apparatus for an environment control system
US2001851792A	2001-05-09	US6422306B1	US	Heat exchanger with enhancements
US2000129155F	2000-09-05	USD454186S1	US	Air conditioner condenser housing
US2000129154F	2000-09-05	USD449094S1	US	Housing for an air conditioner condenser
US1997943996A	1997-10-03	USRE37128E1	US	Standing pilot furnace with vented vestibule
US1999116292F	1999-12-29	USD434480S1	US	Air conditioner condenser housing
US1999116276F	1999-12-29	USD434126S1	US	Housing for an air conditioner condenser
US1998144378A	1998-08-31	US6126436A	US	Sound enhancing burner enclosure for furnace
US199829137A	1998-03-09	US6125925A	US	Heat exchanger fin with efficient material utilization
US1997988106A	1997-12-10	US5904053A	US	Drainage management system for refrigeration coil
US1996757436A	1996-11-27	US5870902A	US	Rain shield for outdoor appliances
US1995534274A	1995-09-27	US5660230A	US	Heat exchanger fin with efficient material utilization
US1994229628A	1994-04-19	US5509469A	US	Interrupted fin for heat exchanger
US1994186669A	1994-01-25	US5444990A	US	Reversible fan assembly panel for package air conditioners and heat pumps
US1993104859A	1993-08-11	US5375586A	US	Condensate isolator and drainage system for furnace
US1993140609A	1993-10-21	US5408986A	US	Acoustics energy dissipator for furnace
US2002331779A	2002-12-31	US2004012433 8A1	US	Distributed dimmable lighting control system and method

CA2356546A	2001-09-05	CA2356546C	CA	Heat exchange with enhancements échangeur thermique avec éléments améliorés
US1999312325A	1999-05-14	US6225907B1	US	Environmental control system incipient failure indicator apparatus
US1994354624A	1994-12-13	USRE37009E1	US	Enhanced tubular heat exchanger
US2000546625A	2000-04-10	US6378320B1	US	Condenser unit for air conditioner or heat pump
US1997948341A	1997-10-09	US5937670A	US	Charge balance device
US1995474718A	1995-06-07	US5551508A	US	Condensing unit using cross-flow blower
CA2281074A	1999-08-24	CA2281074C	CA	Sound enhancing burner enclosure for furnace enceinte antisonique pour brûleur de four
CA2238282A	1996-08-19	CA2238282C	CA	Heat exchanger fin with efficient material utilization ailette d'échangeur thermique à utilisation optimale du matériau
CA2235674A	1996-09-26	CA2235674C	CA	Heat exchanger fin with efficient material utilization ailette d'échangeur thermique à utilisation efficace des matériaux
CA2249880A	1998-10-08	CA2249880C	CA	Charge balance device dispositif d'équilibrage des charges
CA2132915A	1994-09-26	CA2132915C	CA	Acoustics energy dissipator for furnace dissipateur d'énergie acoustique destiné à un four
CA2145943A	1995-03-30	CA2145943C	CA	Interrupted fin for heat exchanger ailette interrompue pour échangeur de chaleur
CA2307463A	2000-05-03	CA2307463A1	CA	Environmental control system incipient failure indicator apparatus indicateur de début de défaillance de système de conditionnement d'air
CA2145943A	1995-03-30	CA2145943A1	CA	Interrupted Fin for Heat Exchanger Ailette interrompue pour échangeur

				de chaleur
CA2132915A	1994-09-26	CA2132915A1	CA	Acoustics Energy Dissipator for Furnace Dissipateur d'énergie acoustique destiné à un four
BR199610724A	1996-08-19	BR199610724A	BR	Aleta de permutador de calor com utilização eficiente de material
BR199610634A	1996-09-26	BR199610634A	BR	Aleta de troca de calor com utilização eficiente de material

SCHEDULE C

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment Agreement"), made and entered into as of November 30, 2012 ("Effective Date"), is by and between International Comfort Products, LLC, a limited liability company organized under the laws of Delaware, having an office at 650 Heil Quaker Avenue, Lewisburg, Tennessee 37091 ("Assignor") and Carrier Corporation, a company organized under the laws of Delaware, having an office at One Carrier Place, Farmington, Connecticut 06034 ("Assignee"). ICP and Carrier shall be collectively referred to herein as the "Parties".

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed at Schedule A hereto (the "Marks").

WHEREAS, Assignor and Assignee have agreed by an Intellectual Property Assignment Agreement (the "Agreement") dated November 30, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, to the transfer and assignment by Assignor to Assignee of all right, title and interest in and to the Marks and the goodwill of the business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Assignor hereby irrevocably transfers and assigns to Assignee all right, title and interest in and to the Marks, the trademark registrations of the Marks, all common law rights in the Marks, the goodwill of the business connected with the use of and symbolized by the Marks, all rights of action arising from the Marks, all claims for damages for reason of infringement of the Marks, and the right to sue for any infringement of the Marks that took place prior to the date of this assignment and to collect damages for such infringement, to apply for and obtain other trademarks claiming priority from, or otherwise based on the Marks, including divisional application(s) or trademarks granted therefrom, all of the foregoing to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

Executed by the parties as a Deed, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment Agreement.

(SIGNATURES ON FOLLOWING PAGE)

SCHEDULE D

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment Agreement"), made and entered into as of November 30, 2012 ("Effective Date"), is by and between International Comfort Products, LLC, a limited liability company organized under the laws of Delaware, having an office at 650 Heil Quaker Avenue, Lewisburg, Tennessee 37091 ("Assignor") and Carrier Corporation, a company organized under the laws of Delaware, having an office at One Carrier Place, Farmington, Connecticut 06034 ("Assignee"). ICP and Carrier shall be collectively referred to herein as the "Parties".

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States and foreign patents and patent applications listed in Schedule A hereto (collectively, the "Patents");

WHEREAS, Assignor and Assignee have agreed by an Intellectual Property Assignment Agreement (the "Agreement") dated November 30, 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, to the transfer and assignment by Assignor to Assignee of all right, title and interest in and to the Patents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is hereby agreed as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, continuations-in-part, provisionals, divisions, reissues, reexaminations, renewals, extensions, corrective certificates, derivatives and related applications therefor and thereon and all continuations, continuations-in-part, provisionals, divisions, reissues, reexaminations, renewals, extensions, derivatives and related applications thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Patents 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 the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
5. All of the rights, title and interest in and to the Patents transferred and assigned to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all rights of action arising from the Patents, all claims for damages for reason of infringement of the Patents, and the right to sue for any infringement of the Patents that took place prior to the date of this assignment and to collect damages for such infringement, to apply for and obtain other patents claiming priority from, or otherwise based on the Patents, all of the foregoing to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made

Executed by the parties as a Deed, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment Agreement.

(SIGNATURES ON FOLLOWING PAGE)

