

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/18/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reading Technologies of Delaware, Inc.		12/18/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reading Technologies, Inc.		
<b>Street Address:</b>	1031F MacArthur Road		
<b>City:</b>	Reading		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19605		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1669300	ELIMINATOR	
<b>Registration Number:</b>	1636670	ELIMINEX	
<b>Registration Number:</b>	1933194	APACHE	
<b>Registration Number:</b>	2853179	RTI	
<b>Registration Number:</b>	2853181	RTI	
<b>Registration Number:</b>	3726941	RTI ADVANCED AIR SYSTEM TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6103728671		
<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>	610-372-3500		
<b>Email:</b>	trademark@leisawitzheller.com		
<b>Correspondent Name:</b>	Matthew M. Mayer		
<b>Address Line 1:</b>	2755 Century Boulevard		
<b>Address Line 4:</b>	Wyomissing, PENNSYLVANIA 19610		
<b>ATTORNEY DOCKET NUMBER:</b>	46993.003		
<b>NAME OF SUBMITTER:</b>	Matthew M. Mayer		
<b>SIGNATURE:</b>	/Matthew M. Mayer/		

OP \$165.00 1669300

<b>DATE SIGNED:</b>	12/22/2014
<b>Total Attachments: 4</b> source=00742309#page1.tif source=00742309#page2.tif source=00742309#page3.tif source=00742309#page4.tif	

**ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Agreement") is made this 18<sup>th</sup> day of December, 2014, by and among READING TECHNOLOGIES OF DELAWARE, INC., a Delaware corporation with an address at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801, a direct and wholly owned subsidiary of Parent (the "Assignor") and READING TECHNOLOGIES, INC., a Pennsylvania corporation with an address at 1031F MacArthur Road, Reading, Pennsylvania 19605 (the "Assignee").

**BACKGROUND**

A. The Assignor is the owner of certain trademarks, service marks, trade names, trade secrets, patents and applications for trademarks, service marks and patents and any renewals thereof (collectively, the "Intellectual Property"), which are set forth in more detail on Schedule "A", which is attached hereto and incorporated herein by reference.

B. The Assignor and Assignee are parties to a certain Merger Agreement, dated the date hereof, pursuant to which the Assignor is being merged with and into the Assignee.

C. In light of the foregoing, the Assignor hereby agrees to transfer all of its right, title and interest in and to the Intellectual Property to the Assignee pursuant to the terms of this Agreement.

D. The Assignor and Assignee agree that this Agreement shall evidence the transfer of all of the Assignor's right, title and interest in and to the Intellectual Property to the Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Intellectual Property. Assignor hereby assigns and transfers unto Assignee all of its worldwide right, title and interest in and to the Intellectual Property, together with: (i) the goodwill of the business symbolized by and associated with such Intellectual Property; (ii) all income, royalties and damages due or payable to Assignor with respect to the Intellectual Property, including without limitation damages and any payments for past, present or future infringements or misappropriations of the Intellectual Property; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property. The Assignor further assigns to the Assignee any and all of its right, title and interest in and to any and all applications for the registration of the Intellectual Property which may currently be in progress.

2. Acceptance and Assumption of Intellectual Property. Assignee hereby accepts the assignment and transfer of all of Assignor's right, title and interest in and to the Intellectual Property together with (i) the goodwill of the business symbolized by and associated with such Intellectual Property; (ii) all income, royalties and damages due or payable to Assignor with respect to the Intellectual Property, including without limitation damages and any payments for

past, present or future infringements or misappropriations of the Intellectual Property; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Intellectual Property. The Assignee further accepts the assignment and transfer of all of Assignor's right, title and interest in and to any and all applications for the registration of the Intellectual Property which may currently be in progress.

3. Further Documentation. Assignor agrees that it: (i) will not execute any writing, nor do any act conflicting with this Agreement and (ii) will execute such instruments as Assignee deems necessary or desirable to vest in Assignee sole ownership and all exclusive right, title and interest in and to the Intellectual Property listed on Schedule A and to enable Assignee to record such rights with the appropriate regulatory agencies.

4. Authorization to USPTO. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries and state trademark and patent offices, as are duly authorized by their laws to register trademarks, to issue any and all certificates of registration or assignment of the Intellectual Property to the Assignee as the owner of the entire interest, for the sole use and behalf of the said Assignee, its successors, assigns and legal representatives.

5. Further Assistance. If required, Assignor will assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Intellectual Property, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Intellectual Property.

6. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements between the parties pertaining to the transfer of the Intellectual Property, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provision.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the parties as original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the day and year first above written.

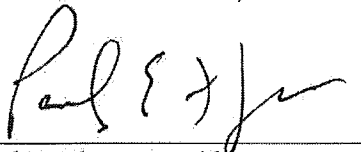
**ASSIGNOR:**

**READING TECHNOLOGIES OF DELAWARE,  
INC.**

By:   
Katelyn M. Flynn, President

**ASSIGNEE:**

**READING TECHNOLOGIES, INC.**

By:   
Paul E. Flynn, President

**SCHEDULE "A"**

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Registration or Application No.</u></b>	<b><u>Class</u></b>	<b><u>Status</u></b>
ELIMINATOR	U.S. Registration No. 1,669,300	11	Registered on 1/24/91
ELIMINEX	U.S. Registration No. 1,636,670	7	Registered on 3/5/91
APACHE	U.S. Registration No. 1,933,194	7	Registered on 11/7/95
RTI LOGO (BLACK)	U.S. Registration No. 2,853,179	7	Registered on 6/15/04
RTI LOGO (RED)	U.S. Registration No. 2,853,181	7	Registered on 6/15/04
RTI ADVANCED AIR SYSTEM TECHNOLOGY	U.S. Registration No. 3,726,941	7	Registered on 12/22/09