

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Diesel Technologies, Inc.		09/08/2017	Corporation: DELAWARE
Catalytic Solutions, Inc.		09/08/2017	Corporation: CALIFORNIA
Engine Control Systems Limited		09/08/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	AP Emissions Technologies, LLC		
Street Address:	300 Dixie Trail		
City:	Goldsboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27530		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4905738	DURA FIT OEM REPLACEMENT EMISSION TECHNO	
Registration Number:	4905823	DESIGNED TO FIT. BUILT TO LAST.	
Registration Number:	4878174	DURAFIT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	612-492-7000		
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A. Bowman		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Megan A. Bowman		
SIGNATURE:	/Megan A. Bowman/		
DATE SIGNED:	09/19/2017		

OP \$90.00 4905738

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 8, 2017 is by and among AP Emissions Technologies, LLC, a Delaware limited liability company ("Assignee") and each of Clean Diesel Technologies, Inc., a Delaware corporation, Catalytic Solutions, Inc., a California corporation, and Engine Control Systems Limited, a New Brunswick corporation (each an "Assignor" and collectively, the "Assignors"), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement between Assignors and Assignee, of even date herewith (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, pursuant to the Agreement, the Assignors have agreed to convey to Assignee all of the Assignors' rights, title and interests in and to the Assignors' Intellectual Property listed on Exhibit A attached hereto (collectively, the "Assigned IP Rights").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignors hereby absolutely, irrevocably and unconditionally convey, assign, transfer and agree to assign and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of the Assignors' right, title and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto, and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims and demands recoverable in law or equity that the Assignors have or may have in profits and damages for past, present and future infringements of such Assigned IP Rights, including the right to compromise, sue for and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from the Assignors. This is a transfer and conveyance by the Assignors to Assignee of good and valid title to the Assigned IP Rights, free and clear of all Encumbrances.

2. Assignee shall have the right to record this Assignment with any applicable governmental entity so as to perfect its ownership of the Assigned IP Rights.

3. From time to time at the request of Assignee, the Assignors shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Agreement with respect to this Assignment).

4. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of the Assignor or the other parties

contained in the Agreement. This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and if any conflict or inconsistency exists between this Assignment and the Agreement, then the terms of the Agreement shall control.

5. This Assignment may not be amended or terminated except by a written instrument duly signed by each of the parties hereto. This Assignment shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

6. This Assignment is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties and such successors and permitted assigns, any legal or equitable rights, remedies, obligations or benefits hereunder.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this Assignment, each party: (i) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this Assignment.

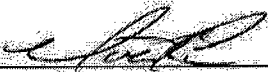
8. This Assignment may be executed in counterparts (including by means of facsimile or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first written above.


Assignors:

CLEAN DIESEL TECHNOLOGIES, INC.




By: Matthew Beale
Title: President

CATALYTIC SOLUTIONS, INC.



By: Matthew Beale
Title: President

ENGINE CONTROL SYSTEMS LIMITED



By: Matthew Beale
Title: President

AGREED TO AND ACCEPTED:

Assignee:

AP EMISSIONS TECHNOLOGIES, LLC

By:
Title:

Signature page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first written above.

Assignors:

CLEAN DIESEL TECHNOLOGIES, INC.

By:
Title:

CATALYTIC SOLUTIONS, INC.

By:
Title:


ENGINE CONTROL SYSTEMS LIMITED

By:
Title:

AGREED TO AND ACCEPTED:

Assignee:

AP EMISSIONS TECHNOLOGIES, LLC



By: Doug Wolma
Title: President

Signature page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 006156 FRAME: 0762

EXHIBIT A
Assigned IP Rights

Mechanical Part Designs

1. All drawings, designs, models for released and in-process part numbers, including previous revisions where applicable.
2. All drawings, designs, models for subcomponents.
3. All drawings, designs, models for accessories where applicable, such as gaskets and clamps.
4. All drawings, designs and instructions for precious metals loading, brand names, catalogues and logos.

Documents and Other Data

1. Supporting documentation for sales in EPA regions (EPA Memo 1A backup).
2. Manufacturing and process instructions regarding all PGM coating for DuraFit products.
3. Manufacturing and process instructions regarding all canning activities for DuraFit products.
4. Performance test data used to support self-certification, including OEM PGM loading and vehicle test data used in determining equivalency of the DuraFit product range.
5. Instructions for precious metals loading.
6. Marketing collateral related to the business.
7. Product catalogues.
8. All Intellectual Property assigned by virtue of the Contract Manufacturing and Supply Agreement, dated as of March 4, 2016, by and between Clean Diesel Technologies, Inc. and Vconverter Corporation.

Trademarks

Trademark	Jurisdiction	Serial Number	Registration Date
DURAFIT	USA	86281870	December 29, 2015
DURA FIT OEM REPLACEMENT EMISSION TECHNOLOGIES	USA	86281818	February 23, 2016
DESIGNED TO FIT. BUILT TO LAST.	USA	86346598	February 23, 2016

Domain Names and Website Content

1. www.durafit-exhaust.com
2. durafit.net
3. durafit-exhaust.ca
4. durafit-exhaust.info

5. durafit-exhaust.net
 6. durafit-exhaust.org
 7. durafit-exhaust.us
 8. All website content located at the foregoing domain.
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