

10-8-98
10-16-1998



100851248

R SHEET
LY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mechanical Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: _____

2. Name and address of receiving party(ies)

Name: MP Jackson, LLC

Internal Address: _____

Street Address: 1824 River Street

City: Jackson State: MI ZIP: 49202

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Company

If Assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,115,970

1,420,684

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: E. David Olson

Internal Address: _____

Street Address: 1824 River Street

City: Jackson State: MI ZIP: 49202

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 OP
25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lauren B. Grinage, Attorney
for Mechanical Products, Inc.
Name of Person Signing

Lauren B. Grinage
Signature

Oct. 1, 1998
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1799 FRAME: 0739

TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT

THIS TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT (the "Assignment"), by and between Mechanical Products, Inc. , a Delaware corporation, with its principal office at Jackson, Michigan ("Assignor"), and MP Jackson, LLC, a Delaware limited liability company and wholly owned subsidiary of Assignor, with its principal office at Jackson, Michigan ("Assignee") is effective as of August 10, 1998 ("Effective Date").

WHEREAS, the current registered owner of the trademark and United States trademark registrations set forth in the attached Schedules A, B, C, D, & E ("Trademarks"), is Amstar Corporation, and

WHEREAS, Amstar Corporation through various sales, reorganizations, assignments, mergers, and liquidations, transferred its interest in such Trademarks to ASR-7, a Delaware Corporation, and

WHEREAS, Mechanical Products, Inc., is the survivor of a merger between Mechanical Products, Inc., and ASR-7, dated December 5, 1986, as evidenced by Exhibit #1, "Certificate of Ownership and Merger Merging Mechanical Products, Inc. into ASR-7, Inc.", and

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Assumption Agreement dated as of August 10, 1998, ("Contribution Agreement"), pursuant to which Assignor has agreed to contribute and Assignee has agreed to accept the assets, properties and rights pertaining to the business of Mechanical Products, Inc.

WHEREAS, Assignor is now the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively, including variations thereof, and the unregistered trademarks identified and set forth on Schedule C, and any variation thereof, and the foreign trademark registrations and applications for registrations identified and set forth on Schedule D (collectively, the "Marks"), and various trade names and assumed names, identified and set forth on Schedules E and F, respectively, including variations thereof (collectively, the "Trade/Assumed Names"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the

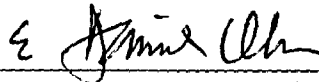
Trade/Assumed Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade/Assumed Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade/Assumed Names; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade/Assumed Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade/Assumed Names assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks or any of the Trade/Assumed Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 27 day of August, 1998.


ASSIGNOR:

MECHANICAL PRODUCTS, INC.


Name: E. DAVID OLSON
Its: PRESIDENT

ASSIGNEE:

MP JACKSON, LLC


Name: E. DAVID OLSON
Its: PRESIDENT

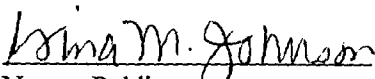
STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

On this 27 day of August, 1998 there appeared before me E. DAVID OLSON, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Mechanical Products, Inc.


Notary Public

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

On this 27 day of August, 1998, there appeared before me DAVID OLSON, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of MP Jackson, LLC.


Notary Public

GINA M. JOHNSON
Notary Public, Jackson County, Mi.
My Commission Expires Feb. 11 1999

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Exp. Date</u>
Mini-Breaker	1,115,970	4/3/99
Amlilit	1,420,684	12/16/2006

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Mark

Serial No.

Filing Date

None.

SCHEDULE C

UNREGISTERED TRADEMARKS

Mark

None.

SCHEDULE D

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Exp. Date</u>
Minibreaker	Canada	103,678	6/29/2001
Minibreaker	Great Britain	711,300	10/13/2001

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. Date</u>
None.			

SCHEDULE E

TRADE NAMES

None

SCHEDULE F

ASSUMED NAMES

None