

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTXe, Inc.		10/03/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	PARKER-HANNIFIN CORPORATION		
Street Address:	6035 PARKLAND BLVD.		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44124		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2671568	ROAD MASTER	
CORRESPONDENCE DATA			
Fax Number:	(216)896-4027		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216-896-2212		
Email:	ssieger@parker.com		
Correspondent Name:	JOHN A. MOLNAR, ESQ.		
Address Line 1:	6035 PARKLAND BLVD.		
Address Line 4:	CLEVELAND, OHIO 44124		
NAME OF SUBMITTER:	JOHN A. MOLNAR, ESQ.		
Signature:	/JOHN MOLNAR/		
Date:	04/12/2006		
Total Attachments: 6			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Trademark Assignment") is made and entered into as of the 3rd day of October, 2005, by and between **TTXe, Inc.**, an Ohio corporation ("Assignor") and **Parker-Hannifin Corporation**, an Ohio corporation ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof whereby Assignee agreed to purchase certain of the assets of Assignor and to assume certain of Assignor's liabilities, all as more fully provided for in the Purchase Agreement;

**WHEREAS**, the execution of this Trademark Assignment is a condition precedent to the obligations of the Assignee to effect the Agreement and to complete the transactions contemplated therein;

**WHEREAS**, Assignee desires to enter into this Trademark Assignment with the Assignor; and

**WHEREAS**, Assignor desires to enter into this Trademark Assignment with Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties as set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Section 1:** The Assignor has delivered this instrument signed by the Assignor to enable the Assignee to file it with any appropriate governmental agency to indicate ownership of the Mark(s) described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Assignor under the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

**Section 2:** For good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor's right, title, and interest in and to:

(a) the registered trademarks and applications for registration of trademarks specifically listed in Exhibit A to this Trademark Assignment; and

(b) the following properties and rights with respect to all trademarks and applications so listed in Exhibit A:

(1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;

(2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;

(3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Exhibit A;

(4) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

(5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and

(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Seller in all related matters.

**Section 3:** As of the date set forth below, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement, and (d) may be signed in counterparts.

Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Purchase Agreement.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment, effective this 3d day of October, 2005.

Address:

1016 Dixie Highway  
Rossford, Ohio 43460  
USA

TTXe, INC.



By:

Title: *President*

Address:

6035 Parkland Boulevard  
Cleveland, Ohio 44124-4141  
USA

PARKER-HANNIFIN CORPORATION

By:

Title:

**IN WITNESS WHEREOF**, the undersigned have executed this Trademark Assignment, effective this 3d day of October, 2005.

Address:

**TTXe, INC.**

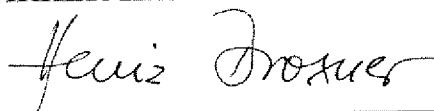
1016 Dixie Highway  
Rossford, Ohio 43460  
USA

\_\_\_\_\_  
By:  
Title:

Address:

**PARKER-HANNIFIN CORPORATION**

6035 Parkland Boulevard  
Cleveland, Ohio 44124-4141  
USA



\_\_\_\_\_  
By: Heinz Droxner  
Title: Corp. Vice President and  
President of the Seal Group

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, the \_\_\_\_\_ of TTXe, Inc. an Ohio corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]

STATE OF OHIO )  
 ) SS:  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 3rd day of October, 2005, by Heinz Dronner, the Vice President and President - Seal Group of Parker-Hannifin Corporation, an Ohio corporation, on behalf of the corporation.

Angela M. Shorterage  
Notary Public

ANGELA M. SHORTERAGE, Notary Public  
STATE OF OHIO - Cuyahoga County  
My Commission Expires April 12, 2008

My Commission Expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

1. Trademark for "Road Master" – Federal Trademark No. 2,671,568.