

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
MAYFIELD MANUFACTURING CO., INC.		03/18/2002	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	MAYCO INDUSTRIES, L.L.C.		
Street Address:	18 West Oxmoor Road		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1652143	AUTO-CALK	
Registration Number:	2635254	MAYCO	
CORRESPONDENCE DATA			
Fax Number:	(973)597-2400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler PC		
Address Line 2:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068-1791		
ATTORNEY DOCKET NUMBER:	108852-12		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
Signature:	/Vanessa A. Ignacio/		

CH \$65.00 1652143

Date:

12/15/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

WHEREAS, Mayfield Manufacturing Co., Inc. (the "Corporation"), a corporation organized and existing under the laws of the state of Alabama, has adopted and used and is the sole and exclusive owner of certain proprietary rights in certain trademarks, trade names, and service marks, including, but not limited to the registrations in Schedule A; and

WHEREAS, Mayco Industries, L.L.C. (the "LLC"), a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 18 West Oxmoor Road, Birmingham, Alabama 35209, is acquiring the trademarks, trade names, and service marks together with all of the goodwill of the business connected to the trademarks, trade names and service marks and any and all designs and logos relating thereto (collectively, the "Trademarks"), from the Corporation pursuant to the terms set forth in that certain Asset Contribution Agreement dated as of March 18, 2002 (the "Asset Contribution Agreement") by and between the Corporation and the LLC.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Asset Contribution Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Corporation has sold, transferred, assigned, conveyed and delivered, and by these presents does sell, transfer, assign convey and deliver unto the LLC, the entire right, title and interest in and to the Trademarks and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment and the right to use the Trademarks henceforth in the operation of the LLC's business, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Corporation hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

AND, the Corporation agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Trademark Assignment.

AND, this Trademark Assignment is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement which are incorporated herein by reference and made a part hereof.

IN TESTIMONY WHEREOF, the the parties hereto have caused this Trademark Assignment to be executed by their duly authorized representatives effective this 18th day of March, 2002.

MAYFIELD MANUFACTURING CO., INC.

By: [Signature]
Name: W. T. MURPHY
Its: President

MAYCO INDUSTRIES, L.L.C.

By: [Signature]
Name: KENNETH J. MORDICK
Its: President

STATE OF Al)
) SS:
COUNTY OF Jefferson

On this 18 day of March, 2002, before me, Carol Minor, notary public in and for said county and state, personally appeared W.T. Mayfield III, known to me to be the President of MAYFIELD MANUFACTURING CO., INC., and acknowledged that he executed the foregoing instrument as such officer in the name and on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Carol F. Minor
Notary Public

STATE OF Al)
) SS:
COUNTY OF Jefferson

On this 11 day of March, 2002, before me, Carol Minor, notary public in and for said county and state, personally appeared Ken Markik, known to me to be the President of MAYCO INDUSTRIES, L.L.C., and acknowledged that they executed the foregoing instrument as such, in the name and on behalf of the said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Carol F. Minor
Notary Public

Schedule A
To the Trademark Assignment

Trademarks of Mayfield Manufacturing Co., Inc.

<u>Type</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
Mark	US	AUTO-CALK	7/30/91	1652143
Mark	US	MAYCO	Expired; Application for Renewal Pending	624309