

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAY ADVANCED TECHNOLOGIES, LLC		08/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BAY ADVANCED TECHNOLOGIES, LLC		
<b>Street Address:</b>	ONE APPLIED PLAZA		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44115		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3317939	BAY ADVANCED TECHNOLOGIES	
Registration Number:	2570604	BAYAT	
Serial Number:	77039335	BAY ENGINEERED SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)241-1666		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-861-5582		
<b>Email:</b>	bturung@faysharpe.com		
<b>Correspondent Name:</b>	Brian E. Turung		
<b>Address Line 1:</b>	1100 Superior Ave.		
<b>Address Line 2:</b>	Seventh Floor		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	BEAE 5 00054, 55, 56		
<b>NAME OF SUBMITTER:</b>	BRIAN E. TURUNG		

OP \$90.00 3317939

Signature:	/BRIAN E. TURUNG/
Date:	09/24/2008
<b>Total Attachments: 8</b> source=BAY ASSIGNMENT#page1.tif source=BAY ASSIGNMENT#page2.tif source=BAY ASSIGNMENT#page3.tif source=BAY ASSIGNMENT#page4.tif source=BAY ASSIGNMENT#page5.tif source=BAY ASSIGNMENT#page6.tif source=BAY ASSIGNMENT#page7.tif source=BAY ASSIGNMENT#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made and entered into as of August 19, 2008, by and between Bay Advanced Technologies, LLC, a Delaware limited liability company ("Assignor"), and Bay Advanced Technologies, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated July 14, 2008, as amended (the "Purchase Agreement"), by and among the Sellers and Applied Industrial Technologies, Inc., an Ohio corporation ("Buyer"). Pursuant to the Purchase Agreement, the Sellers agreed to sell, and Buyer agreed to, or cause its designated affiliate or affiliates to, purchase, certain of the Sellers' assets, including the Intellectual Property (as defined below) used in the Business (the "Purchase Obligation"); and

WHEREAS, pursuant to those certain assignment and assumption agreements of even date hereof, by and between the Buyer and certain of its direct and indirect wholly-owned subsidiaries (collectively, the "Designated Parties"), Buyer assigned, and such Designated Parties, in the aggregate, assumed Buyer's Purchase Obligation; and

WHEREAS, pursuant to that certain assignment and assumption agreements of even date hereof, Assignor assigned certain of Assignor's assets used in the Business to Assignee, and Assignee assumed certain obligations of Assignor with respect to such assets; and

WHEREAS, Assignor has agreed to assign certain of Assignor's Intellectual Property (as defined below) used in the Business to Assignee as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

### ARTICLE I: DEFINITIONS

1.1 Capitalized terms have the meanings set forth in the Purchase Agreement, unless defined elsewhere in this Assignment.

1.2 The term "Intellectual Property" shall mean the proprietary rights listed on Exhibit "A" attached hereto, together with all goodwill and other rights and privileges relating thereto, including without limitation, all applications and registrations therefor, all extensions and renewals thereof, as applicable, and any and all rights to apply for and renew the same.

### ARTICLE II: ASSIGNMENT

2.1 Assignment to Assignee. Assignor hereby sells, transfers and assigns to Assignee, absolutely and in perpetuity, all of Assignor's right, title, and interest throughout the world in and to the Intellectual Property, together with all goodwill symbolized thereby and all

business associated therewith which business is ongoing and existing, including without limitation, all rights to sue, counterclaim, recover damages and obtain injunctions for past, present and future infringement, dilution or other violation of the rights granted hereby, the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives.

2.2 Further Assurances. Assignor further agrees to assist and cooperate with Assignee, at Assignee's expense, with any acts that may be necessary to secure, formalize and/or perfect any of the Intellectual Property rights assigned herein including, but not limited to, the execution of all documents as may be necessary or appropriate to carry out the intent and/or purpose of this Assignment. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to assist and cooperate with Assignee or its successors in interest and do all lawful acts which may be required for obtaining and enforcing any rights to the Intellectual Property, and to otherwise aid Assignee or its successors in interest in enforcing any rights to the Intellectual Property, all at the expense of Assignee or its successors in interest.

2.3 Appointment. Assignor hereby constitutes and appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Intellectual Property and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or the recordation of ownership to, any of the Intellectual Property, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Intellectual Property which the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

### ARTICLE III: MISCELLANEOUS

3.1. Amendment, Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in writing signed by each of the parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.

3.2 Governing Law. The validity, interpretation, and performance of this Intellectual Property Assignment Agreement will be determined in accordance with the laws of the State of New York.

3.3. Severability. To the maximum extent permissible under applicable law, if one or more provisions of this Agreement are held to be illegal, invalid or unenforceable under applicable law, such provision shall be modified or excluded from this Agreement to the minimum extent necessary so that the balance of the Agreement shall remain in full force and effect and enforceable. The parties further agree to use best efforts to amend the Agreement so that its effect remains as close as possible to the original intent of the parties.

3.4 Counterparts. This Intellectual Property Assignment Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

3.3. Headings. The headings, subheadings, and captions in this Intellectual Property Assignment Agreement and in any exhibit hereto are for reference purposes only and are not intended to affect the meaning or interpretation of this Intellectual Property Assignment Agreement.

**[Signature Pages to Follow]**

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

**ASSIGNEE**

BAY ADVANCED TECHNOLOGIES, LLC,  
an Ohio limited liability company

By: Todd A. Barlett  
Todd A. Barlett  
Vice President - Acquisitions  
and Global Business Development

**ASSIGNOR**

BAY ADVANCED TECHNOLOGIES, LLC, a  
Delaware limited liability Company

By: \_\_\_\_\_  
Denis P. McCarthy  
Vice President

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


**ASSIGNEE**

BAY ADVANCED TECHNOLOGIES, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Todd A. Barlett  
Vice President - Acquisitions  
and Global Business Development

**ASSIGNOR**

BAY ADVANCED TECHNOLOGIES, LLC, a  
Delaware limited liability Company

By:  \_\_\_\_\_  
Denis P. McCarthy  
Vice President

STATE OF OHIO )  
COUNTY OF Cuyahoga )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2008, by Todd A. Barlett, who is personally known to me or who has produced identification, and who did/did not take an oath.

Betsy Hauptman  
Notary Public, State of Ohio  
Printed Name of Notary: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**BETSY HAUPTMAN COY, ATTORNEY  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration date  
Section 147.03 O.R.C.**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Denis P. McCarthy, who is personally known to me or who has produced identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Todd A. Barlett, who is personally known to me or who has produced identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Ohio  
Printed Name of Notary: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH  
~~STATE OF~~ PENNSYLVANIA )  
COUNTY OF ALLEGHENY )

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of AUGUST, 2008, by Denis P. McCarthy, who is personally known to me or who has produced identification, and who did/did not take an oath.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Nancy A. Paradise, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires March 16, 2012  
Member, Pennsylvania Association of Notaries

Nancy A. Paradise  
\_\_\_\_\_  
Notary Public, State of PENNSYLVANIA  
Printed Name of Notary: NANCY A. PARADISE  
My Commission No.: 1205661  
My Commission Expires: 3/16/12

**EXHIBIT "A"**

**INTELLECTUAL PROPERTY**

**COMMON LAW AND REGISTERED SERVICE MARKS**

U.S. Service Mark Registration No. 75719176 of the mark BayAT

U.S. Service Mark Registration No. 77039335 of the mark Bay Engineered Systems

U.S. Service Mark Registration No. 78912286 of the mark Bay Advanced Technologies

BAY & Design

BAT & Design

**TRADE NAMES**

BayAT

Bay Advanced Technologies, LLC

**DOMAIN NAMES**

<www.BayAT.com>

<www.PacificAirTechnology.com>