### 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
AIP, Inc.		11/24/2008	CORPORATION: MICHIGAN

### **RECEIVING PARTY DATA**

Name:	Dayton Progress Corporation
Street Address:	500 Progress Road
City:	Dayton
State/Country:	ОНЮ
Postal Code:	45448
Entity Type:	CORPORATION: OHIO

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1672399	TRUE-LINE
Registration Number:	1347234	TRUE-MOUNT

### **CORRESPONDENCE DATA**

Fax Number: (513)241-2324

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5132412324

Email: wallen@whepatent.com Correspondent Name: Wood, Herron & Evans, LLP

Address Line 1: 441 Vine Street Address Line 2: Suite 2700

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	DPC-01
NAME OF SUBMITTER:	William R. Allen
Signature:	/William R. Allen/

**TRADEMARK REEL: 003931 FRAME: 0726** 

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Date:	02/06/2009
Total Attachments: 3	
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 24th day of November, 2008, by and between AIP, Inc., a Michigan corporation ("Assignor"), and Dayton Progress Corporation, an Ohio corporation, whose address is 500 Progress Road, Dayton, Ohio 45448 ("Assignee") (collectively, the "Parties").

### WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the marks, including but not limited to the United States registrations set forth on Schedule A and incorporated herein by reference (the "Marks");

WHEREAS, Assignor is the owner of all right, title and interest in and to the Marks set forth on Schedule A; and

WHEREAS, the Parties desire to enter into this Assignment to affect the transfer of all right, title, and interest in and to the Marks to Assignee on a worldwide basis, including but not limited to the registrations set forth on Schedule A.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks on a worldwide basis, including but not limited to the registrations set forth on Schedule A, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.
- 2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts that are deemed necessary by Assignee all right, title and interest in and to the Mark, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.
- 3. Entire Agreement. This Assignment and the parties' Asset Purchase Agreement represent the entire agreement between the Parties regarding the Marks and supersedes any previous agreement or discussion between the Parties.

ASSIGNOR AIP, Inc.	ASSIGNEE DAYTON PROGRESS CORPORATION
By: Karen J. Reske Secretary	By: Alan Shaffer President

# SCHEDULE A

# Revised 10/30/2008

RECORDED: 02/06/2009

# AIP, INC. TRADEMARKS

Attorney Docket No.	Title	Filing Date	Serial No.	Registration	Registration Date	Country	Status
0105-20001	KEEP						ABANDONED
	PUNCHING						1
0105-20002	TRUE LINE	04/03/1991	74/153,584	1,672,399	01/21/1992	U.S.	Renewal due
	- William Will						01/21/2012
0105-20003	0105-20003   TRUE MOUNT   03/28/1984	03/28/1984	472,718	1,347,234	07/09/1985	U.S.	Renewal due
							07/09/2015