# 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       |
|------------------|----------|----------------|-------------------|
| Omnitronics, LLC |          | 106/16/2006    | LIMITED LIABILITY |
|                  |          | 00/10/2000     | COMPANY: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:              | FBC Investment Group, LLC       |  |
|--------------------|---------------------------------|--|
| Doing Business As: | DBA Omnitronics, LLC            |  |
| Street Address:    | 6573 Cochran Rd. Building I     |  |
| City:              | Solon                           |  |
| State/Country:     | ОНІО                            |  |
| Postal Code:       | 44139                           |  |
| Entity Type:       | LIMITED LIABILITY COMPANY: OHIO |  |

#### PROPERTY NUMBERS Total: 4

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2238896 | ASTATIC   |
| Registration Number: | 2247472 | EQUITEK   |
| Registration Number: | 2238631 | CAD       |
| Registration Number: | 2233989 | ASTATIC   |

#### **CORRESPONDENCE DATA**

900129050

Fax Number: (330)376-4577

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

Phone: 330-376-2700 Email: TLink@ralaw.com Correspondent Name: Terrence H. Link II 222 S. Main St. Address Line 1: Roetzel & Andress Address Line 2: Address Line 4: Akron, OHIO 44308

116107.0001 ATTORNEY DOCKET NUMBER:

TRADEMARK

**REEL: 003950 FRAME: 0045** 

| NAME OF SUBMITTER:  | Terrence H. Link II |
|---|---------------------|
| Signature:  | /thl/               |
| Date:   | 03/11/2009          |
| Total Attachments: 3 source=FBC#page1.tif source=FBC#page2.tif source=FBC#page3.tif |                     |

TRADEMARK REEL: 003950 FRAME: 0046

## **Assignment of Servicemarks and Trademarks**

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 16th day of June, 2006, by Omnitronics, LLC, a Delaware limited liability company with its principal place of business at 5970 Heisley Road, Suite 110, Mentor, Ohio 44060 ("Assignor"), to FBC Investment Group LLC, an Ohio limited liability company with its principal place of business at 83 Maple Street, Chagrin Falls, Ohio 44114-1824 ("Assignee").

#### RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of the 16th day of June, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and

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construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

> OMNITRONICS, LLC, a Delaware limited liability company

[SEAL]

| State of Ohio                                      | )    | aa  |
|--|------|-----|
| County of $\  \  \  \  \  \  \  \  \  \  \  \  \ $ | ike} | SS: |

On this 16 day of June, 2006, before me, William T. ROSS, personally appeared in his capacity as Secretary of Omnitronics, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

JULIE A. SNYDER Notary Public, State of Ohio Commission Expires February 5, 2011

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## **SCHEDULE A**

- 1. Worldwide Co-Existence Agreement dated as of May 24, 2006 between Barjan LLC and Omnitronics, LLC with respect to the trademark "Astatic".
- 2. All of Assignor's assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications, including but not limited to the following:

| Case#  | Serial#    | Registration# | Mark           | Next Action |
|--------|------------|---------------|----------------|-------------|
| 1546-D | 75/421-126 | 2,238,631     | CAD & Design   | 4/13/2009   |
| 1546-E | 75/421-145 | 2,247,472     | Equitek        | 5/25/2009   |
| 1546-J | 75/421-125 | 2,233,989     | Astatic*       | 3/23/2009   |
|        | 75/454-966 | 2,238,896     | Astatic (logo) | 4/13/2009   |

<sup>\*</sup> Subject to Worldwide Co-existence Agreement dated as of May 24, 2006 between Barjan LLC and Omnitronics, LLC with respect to the trademark "Astatic".

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**RECORDED: 03/11/2009** 

TRADEMARK
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