

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Ontario Corporation		02/10/2010	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ontario Systems, LLC		
<b>Street Address:</b>	1150 West Kilgore Avenue		
<b>City:</b>	Muncie		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47305		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2804058	ONTARIO SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(317)592-5453		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-236-2100		
Email:	ipdocket@icemiller.com		
Correspondent Name:	Bradley M. Stohry		
Address Line 1:	One American Square		
Address Line 2:	Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282-0200		
ATTORNEY DOCKET NUMBER:	21350.0002		
NAME OF SUBMITTER:	Bradley M. Stohry		
Signature:	/bms/		
Date:	03/24/2010		

OP \$40.00 2804058

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is executed by and between Ontario Corporation, an Indiana corporation located at 123 Adams Street, Muncie, Indiana 47305 ("Assignor"), and Ontario Systems, LLC, a Delaware limited liability company located at 1150 West Kilgore Avenue, Muncie, Indiana 47305 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the ONTARIO SYSTEMS word mark and any related logos containing the word mark ONTARIO SYSTEMS (the "Marks"), including but not limited to the trademark applications and registrations for the Mark outlined in Exhibit A;

WHEREAS, Assignor granted Assignee a perpetual, exclusive, fully paid up license to use the Marks under a trademark license agreement, entitled "License Agreement", executed and made effective by the parties on August 5, 2003 (the "License Agreement");

WHEREAS, Assignor no longer wishes to maintain and enforce its rights in the Marks; and

WHEREAS, in view of its desire to no longer maintain and enforce its rights in the Marks and in accordance with Section 1.3 of the License Agreement, Assignor desires to assign to Assignee, and Assignee desires to obtain, all of Assignor's right, title and interest in the Marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, transfers, assigns, and delivers to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by and associated therewith, free and clear of all liens, claims, charges and encumbrances of any kind whatsoever. To the extent Assignor is using the Marks, Assignor shall immediately cease using the Marks upon execution of this Agreement.

2. Assignor agrees to complete and execute any other documents and do all things necessary to ensure that Assignee obtains full title to the Mark, and all intellectual property and/or proprietary rights embodied therein, including, without limitation, completing and executing any documents necessary to record and fully effectuate this Trademark Assignment with the appropriate trademark office. Assignor agrees to take all actions and do all things reasonably required by Assignee now or in the future to give effect to this Trademark Assignment. Assignee shall reimburse Assignor for its reasonable, out-of-pocket costs that it occurs in complying with this Section.

3. Assignor hereby warrants and represents to Assignee that Assignor is the sole and lawful owner of all rights, title, and interest in and to the Marks, and that it has not heretofore assigned or transferred or purported to assign or transfer the Marks, or any rights in the Marks, to any third party.

4. This Trademark Assignment contains the entire agreement of the parties with respect to the subject matter of this Trademark Assignment and shall be deemed to supersede all prior agreements, whether written or oral, including but not limited to any license agreement previously entered into by the parties relating to the Marks, and the terms and provisions of any such prior

agreements shall be deemed to have been merged into this Trademark Assignment. The parties expressly agree that the Marks are removed from and are no longer subject to the terms and conditions of the License Agreement. All terms and conditions of the License Agreement are terminated as they relate to the Marks and the terms and conditions of the License Agreement shall only survive as it relates to the O Design and ONTARIO (Stylized) trademarks described in the License Agreement.

5. This Trademark Assignment will be interpreted and construed in accordance with the laws of the state of Indiana without regard to conflict of law principles. All disputes arising out of or related to this Agreement shall be exclusively brought and exclusively maintained in the State courts located in Delaware County, Indiana or if jurisdiction is appropriate, the United States District Court for the Southern District of Indiana, Indianapolis Division. Each party consents to and waives any objection to the exclusive personal jurisdiction and venue of such State and Federal courts.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have caused this Trademark Assignment to be signed by their duly authorized representatives.

Ontario Corporation

By: Jan P. Abbs

Printed: Jan P. Abbs

Title: Vice President & Secretary

Date: February 10, 2010

Ontario Systems, LLC

By: Elizabeth Salomon

Printed: Elizabeth Salomon

Title: Vice President, CFO

Date: 3/18/10

**EXHIBIT A**

<b>Trademark</b>	<b>Country</b>	<b>App./Reg. No.</b>
ONTARIO SYSTEMS	U.S.	Reg. No. 2,804,058
ONTARIO SYSTEMS	Canada	App. No. 1,143,351