

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
Balcrank Products, Inc.		07/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NBPS CORPORATION, which has changed its name to BALCRANK CORPORATION		
Street Address:	115 Reems Creek Road		
City:	Weaverville		
State/Country:	NORTH CAROLINA		
Postal Code:	28787		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2754776	TIGER	
Registration Number:	2442314	PANTHER	
Registration Number:	2332862	BALCRANK	
Registration Number:	0353110	BALCRANK	
CORRESPONDENCE DATA			
Fax Number:	(828)658-0840		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8286452280		
Email:	nhegler@balcrank.com		
Correspondent Name:	Noelle Hegler		
Address Line 1:	115 Reems Creek Road		
Address Line 4:	Weaverville, NORTH CAROLINA 28787		
NAME OF SUBMITTER:	Robert F. Jackson		
Signature:	/Robert F. Jackson/		

OP \$115.00 2754776

900186845

**TRADEMARK
 REEL: 004500 FRAME: 0750**

Date:

03/18/2011

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS AND NAMES

THIS ASSIGNMENT OF TRADEMARKS AND NAMES is dated as of July 9th, 2009 (“Assignment”), is made and entered into by and between BALCRANK PRODUCTS, INC., a Delaware corporation (“Assignor”) and NBPS CORPORATION, a corporation of the State of North Carolina (“Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of July 7, 2009 (the “Purchase Agreement”), pursuant to which, upon the terms and subject to the conditions set forth therein, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest of Seller in and to the Purchased Assets; and

WHEREAS, Assignor has adopted and used and is using in interstate and international commerce those certain trademarks, service marks, domain names, and trade names set forth in the attached Schedule A that are associated with and represent the goodwill of Assignor’s business of manufacturing, selling and distributing equipment for handling fluids (including, but not limited to, lubrication equipment) manual controls, hydraulic brake actuators and cutting edge systems (collectively the “Names and Marks”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June 30, 2006 (“Purchase Agreement”), Assignee wishes to acquire from Assignor, and Assignor wishes to convey, assign, transfer and deliver to Assignee the Names and Marks and the goodwill associated with the Names and Marks.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby agree as follows:

1. Assignor does hereby convey, assign, transfer and deliver to Assignee (i) all of Assignor’s right, title and interest in and to the Names and Marks throughout the world, including without limitation the goodwill of the business symbolized by the Names and Marks; (ii) all registrations and applications for registration thereof now or hereinafter arising throughout the world, if any; (iii) all common law rights throughout the world in the Names and Marks; (iv) all files and records relating to the prosecution, exploitation and defense of any of the foregoing; (v) all rights of action throughout the world pertaining to the Names and Marks, including without limitation, the right to sue and recover for past infringement thereof, the right to secure registration of the Names and Marks and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Names and Marks, and the right to claim priority, file foreign counterparts and make applications throughout the world with respect to any of the Names and Marks (altogether (i) through (v), the “Name and Mark Rights”).

2. Assignor hereby authorizes and requests the commissioner of the United States Patent and Trademark Office and any foreign equivalent thereof and the registrar of domain names, where any of the Name and Mark Rights may be filed, to record the title of Assignee as owner of all right, title, and interest in and to the Name and Mark Rights. Assignor agrees to execute and deliver such further instruments including, without limitation, further instruments of assignment and transfer, as Assignee may reasonably request in order to register this Assignment at the appropriate registries.

3. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4. This Assignment will be governed by the laws of the State of North Carolina without regard to its conflicts of laws principles.

5. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Trademarks and Names under seal as of the date first set forth above.

Balcrank Products, Inc.

By: Thomas B. Testa
Name: Thomas B. Testa
Title: VP / CFO

NBPS Corporation

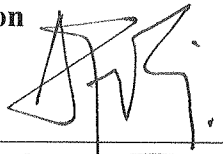
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Trademarks and Names under seal as of the date first set forth above.

Balcrank Products, Inc.

By: _____
Name:
Title:

NBPS Corporation



By: _____
Name: Alberto G. Moratiel
Title: President

Notarial Certificate

Balcrank Products, Inc.

THE STATE OF NEW JERSEY

County of ~~Morris~~ *Sussex*

This Assignment of Patents was executed before me on this 9 day of July 2009, by Thomas B. Testa, the VP & CFO of Balcrank Products, Inc. a Delaware corporation, on behalf of said corporation. Thomas B. Testa, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

WITNESS my hand and official seal.

Maria I. Stachura
Notary Public in and for
The State of New Jersey

MARIA I STACHURA
Printed or Typed Name of Notary

My Commission Expires _____

MARIA I. STACHURA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/8/2013

Notarial Certificate

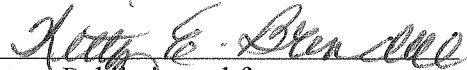
NBPS Corporation

THE STATE OF NORTH CAROLINA

County of Buncombe

This Assignment of Patents was executed before me on this 7th day of July 2009, by Alberto G. Moratiel the President of NBPS Corporation, a North Carolina corporation, on behalf of said corporation. Alberto G. Moratiel, the day he signed the document, was authorized to validly execute documents on behalf of said corporation.

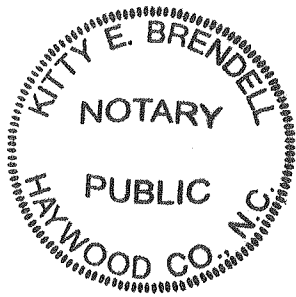
WITNESS my hand and official seal.



Notary Public in and for
The State of North Carolina

Kitty E. Brendell
Printed or Typed Name of Notary

My Commission Expires August 31, 2012



SCHEDULE A

to

ASSIGNMENT OF TRADEMARKS AND NAMES

US Registered Trademarks:

- US Registered Trademark No. 2,754,776 – “Tiger” registered 8/26/2003
- US Registered Trademark No. 2,442,314 – “Panther” registered 4/10/2001
- US Registered Trademark No. 2,332,862 – “Balcrank” registered 3/21/2000
- US Registered Trademark No. 353,110 – “Balcrank” registered 12/28/1997

Website / Domain Names:

- www.balcrank.com