### 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	
Morton Manufacturing Company		10/13/2011	CORPORATION: ILLINOIS	

### **RECEIVING PARTY DATA**

Name:	MMCAC INC.			
Street Address:	Fifth and Church Streets			
City:	Libertyville			
State/Country:	ILLINOIS			
Postal Code:	60048			
Entity Type:	CORPORATION: ILLINOIS			

### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2022894	MORTON
Registration Number:	1919254	STAR-DECK
Registration Number:	1734362	GRIP-TRAC
Registration Number:	1563003	DECK SPAN
Registration Number:	1179815	OPEN DECK
Registration Number:	1175804	BUTTON-HOLE
Registration Number:	0871595	OPEN-GRIP
Registration Number:	0841886	TREAD-GRIP

### **CORRESPONDENCE DATA**

Fax Number: (414)298-8097 Phone: 4142981000

Email: tmadmin@reinhartlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Michele Dietz

TRADEMARK REEL: 004644 FRAME: 0991

Address Line 1: 1000 North Water Street Address Line 2: **Suite 1800** Address Line 4: Milwaukee, WISCONSIN 53202 ATTORNEY DOCKET NUMBER: ALEC/64207/0913 NAME OF SUBMITTER: Michele Dietz Signature: /MLD/ Date: 10/20/2011 Total Attachments: 3 source=Assignment MMCAC#page1.tif source=Assignment MMCAC#page2.tif source=Assignment MMCAC#page3.tif

> TRADEMARK REEL: 004644 FRAME: 0992

### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 13, 2011 from MORTON MANUFACTURING COMPANY, an Illinois corporation ("Assignor"), and MMCAC INC., an Illinois corporation ("Assignee").

### RECITALS

- A. Pursuant to an Asset Purchase Agreement dated as of the date hereof by and among Assignee, Assignor and William C. Morton (the "Asset Purchase Agreement"), Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).
  - B. Assignor is the owner of the Assigned Trademarks.
- C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignors' rights, title, and interest in the Assigned Trademarks to Assignee.

### AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

- 1. <u>Definition of the Assigned Trademarks</u>. The term "<u>Assigned Trademarks</u>" shall mean the trademark registrations listed in <u>Appendix A</u>, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
- 2. <u>Assignment of the Assigned Trademarks</u>. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.
- 3. <u>Further Assurances.</u> Assignor agrees to take all reasonable and necessary steps to implement the provisions of the Assignment. Assignor shall also provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.
- 4. Governing Law. This Assignment shall be governed by the laws of the State of Illinois and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

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5. <u>Facsimile Signature: Counterparts.</u> This Assignment may be executed by facsimile delivery or other electronic means (i.e., pdf) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

MORTON MANUFACTURING COMPANY

By: (dall

Print Name William C Mor to

Title (Naicman

ASSIGNEE:

MMCAC INC.

Ву:\_\_\_

Print Name Navid

Title President

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### APPENDIX A

# ASSIGNED TRADEMARKS

## Registered Trademarks

**RECORDED: 10/20/2011** 

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Registration No.	2022894	1919254	1734362	1563003	1179815	1175804	0871595	0841886	315665	261479	315666
Registration Bate.	12/17/1996	09/19/1995	11/24/1992	10/31/1989	12/01/1981	11/03/1981	06/24/1969	01/09/1968	9861//7/90	1861/67/90	06/27/1986
Serial No.	74617715	74585938	74253106	73714258	73279798	73279724	72296857	72252201	533230	179704	533231
Filing Date	01/04/1995	10/14/1994	03/09/1992	03/01/1988	09/29/1980	09/29/1980	04/29/1968	08/11/1966	12/13/1984	02/03/1981	12/13/1984
Country	SO	SO	Si	OS	US	SO	SO	OS	Q	MX	S
Mark	MORTON	STAR-DECK	GRIP-TRAC	DECK SPAN	OPEN DECK	BUTTON-HOLE	OPEN-GRIP	TREAD-GRIP	OPEN-CRIP	OPEN-GRIP	TREAD-GRIF

Common Law Trademarks

OCTA-GRIP

STAR-HOLE

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