

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
Greenlees Filter, LLC		01/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Maradyne Corporation		
Street Address:	4540 West 160th Street		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44135		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4016730	EPAC SYSTEM	
Registration Number:	4016729	EPAC	
Serial Number:	77274077	SMART	
CORRESPONDENCE DATA			
Fax Number:	(216)642-8826		
Phone:	216.642.3342		
Email:	whvipgroup@wegmanlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Wegman, Hessler & Vanderburg		
Address Line 1:	6055 Rockside Woods Boulevard		
Address Line 2:	Suite 200		
Address Line 4:	Cleveland, OHIO 44131		
ATTORNEY DOCKET NUMBER:	070333 0000G		

NAME OF SUBMITTER:	Bruce E. Peacock
Signature:	/bep/
Date:	02/23/2012
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the 30th day of January, 2012, from GREENLEES FILTER, LLC, a Delaware limited liability company (hereinafter "Assignor") to MARADYNE CORPORATION, an Ohio corporation (hereinafter "Assignee"), pursuant to an Asset Purchase Agreement dated of even date herewith by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor owned all right, title and interest in and to the trademarks and applications and registrations thereof set forth on the attached Schedule A ("Trademarks"), including all goodwill of the business in connection with which said Trademarks are used, and all rights of recovery for past infringement thereof; and

WHEREAS, Assignor duly sold, assigned and transferred its entire right, title and interest therein together with the goodwill of the business in connection with which said Trademarks are used, and all rights of recovery for past infringement thereof to Assignee, and the parties desire to affirm said sale, assignment and transfer in a form appropriate for recording with the appropriate authorities; and

WHEREAS, Assignor represents and warrants that the Trademarks are in force and effect as of the date of this Assignment and are free from any and all liens, claims, security interests or other encumbrances.

NOW, THEREFORE, in consideration of the premises and of the sum of one Dollar (\$1.00) and other good and valuable consideration, including but not limited to, such consideration set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and such assigns as are permitted under the Purchase Agreement, Assignor's entire right, title and interest in and to said Trademarks, and in and to the goodwill of the business in connection with which said Trademarks are used, and all rights and privileges pertaining to said Trademarks, including all rights of recovery for past, present and future infringements thereof and for renewal of the registrations thereof for subsequent terms; the same to be held and enjoyed by Assignee, its successors and such permitted assigns, as fully as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

NOW, THEREFORE FURTHER, notwithstanding any other language contained in this Trademark Assignment, the representations, warranties and indemnifications, and the limitations on such representations, warranties and indemnifications, of Assignor contained in the Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of the 30th day of January, 2012.

GREENLEES FILTER, LLC

By: _____

R.E. GREENLEES, Managing Member

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 15 day of February, 2012, before me, a Notary Public in and for the County and State aforesaid, personally appeared R.E. GREENLEES, known to me to be the Managing Member of GREENLEES FILTER, LLC, who acknowledged that he executed the foregoing document by authority of GREENLEES FILTER, LLC and for the uses and purposes therein expressed.

Dianne F. Rutherford
Notary Public



Schedule A

Trademark	Country	Serial Number	Application Date	Registration Number	Registration Date
EPAC System	USA	85002966	March 31, 2010	4016730	August 23, 2011
EPAC	USA	85002939	March 31, 2010	4016729	August 23, 2011
SMART	USA	77274077	September 7, 2007	Not Available	Not Available