

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
Protokraft, LLC		03/13/2012	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	MCG Kingsport, Inc.		
Street Address:	Seneca & Jamison Road		
City:	East Aurora		
State/Country:	NEW YORK		
Postal Code:	14052		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2956301	FACILITATING SECURE COMMUNICATIONS IN HARSH ENVIRONMENTS	
Registration Number:	2961382	PROTOKRAFT	
Registration Number:	3000114	PROTOKRAFT	
CORRESPONDENCE DATA			
Fax Number:	(716)819-4678		
Phone:	7168564000		
Email:	gsnyder@hodgsonruss.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:	Hodgson Russ LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		
ATTORNEY DOCKET NUMBER:	031407.00810		

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NAME OF SUBMITTER:	George L. Snyder, Jr.
Signature:	/george l snyder jr/
Date:	03/15/2012
Total Attachments: 3 source=Kingsport_TM_Assign#page1.tif source=Kingsport_TM_Assign#page2.tif source=Kingsport_TM_Assign#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, **PROTOKRAFT, LLC**, a Tennessee corporation having an office at 4545 West Stone Drive, Bldg. #135, Kingsport, Tennessee 37660 (the "**Seller**"), has used, is using, and is the sole and exclusive owner of the trademarks and/or service marks listed in Exhibit A attached hereto and made a part hereof (herein collectively the "**Marks**") and of U.S. registrations of the Marks including those registrations listed in Exhibit A, and all goodwill symbolized by the Marks (all of the above collectively referred to as "**Trademark Property**") on or connected to the associated goods produced and services heretofore offered by Seller; and

WHEREAS, **MCG KINGSPORT, INC.**, a Delaware corporation having an office at c/o Moog Inc., Seneca & Jamison Road, East Aurora, NY 14052 (the "**Buyer**"), is desirous of acquiring all right, title and interest in and to said Trademark Property, and the merchandizing rights associated with the goods and services covered thereby in furtherance of an Asset Purchase Agreement between Seller and Buyer executed concurrently herewith.

NOW, THEREFORE, in consideration of the of the purchase price in hand paid or to be paid by Buyer to Seller under said Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, by these presents has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to the Buyer, all of Seller's right, title and interest in and to the Trademark Property, and to any and all merchandizing rights associated with the Trademark Property for the United States, its territorial possessions and all foreign countries, and in and to any and all registrations and applications for registration relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all registration or common law rights, or rights under any of the international conventions, unions, agreements, acts, treaties, including all future conventions, unions, agreements, acts, and treaties, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which trademark or registration rights exist, as fully and entirely to the same extent as the same would have been held and enjoyed by the Seller if this assignment and sale had not been made; together with the goodwill of the business symbolized by the Marks, and any and all claims for damages or injunctive relief by reason of infringements of such Trademark Property or any other common law right thereof, with the right to sue for and collect the same for its own use and behalf for the use and behalf of its successors, assigns or other legal representatives.

AND Seller hereby covenants that Seller is the sole and exclusive owner of the Trademark Property and has full right to convey the interests herein assigned, and that it has not executed and will not execute, any agreement in conflict herewith.

AND Seller hereby covenants that the covenants and conditions contained in this Trademark Assignment shall apply to and bind the Seller and its heirs, legal representatives, successors and permitted assigns.

AND Seller agrees that upon request by Buyer or Buyer's successors, assigns or other legal representatives, Seller or its successors, assigns or other legal representatives shall do all other legal acts reasonably necessary for perfecting, securing and completing this assignment at Buyer's expense, as well as provide such other material, information, or assistance as Buyer or its successors, assigns or other legal representatives may consider necessary.

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, Seller and Buyer, by their duly authorized officers, do hereby execute and deliver this Trademark Assignment as of March 13, 2012.

PROTOKRAFT, LLC

By: _____

Name: Robert M. Scharf

Title: President

ACKNOWLEDGEMENT: Buyer hereby acknowledges and accepts the assignment made herein.

MCG KINGSPORT, INC.

By: _____

Name: Lawrence J. Ball

Title: President

TRADEMARK ASSIGNMENT

EXHIBIT A

REGISTERED TRADEMARKS

Mark: FACILITATING SECURE COMMUNICATIONS IN HARSH ENVIRONMENTS
U.S. Reg. No. 2,956,301 registered May 24, 2005

Mark: PROTOKRAFT
U.S. Reg. No. 2,961,382 registered June 7, 2005

Mark:



U.S. Reg. No. 3,000,114 registered September 27, 2005

COMMON LAW TRADEMARKS

LIGHTNING
MAGNUM
SPITFIRE
MERCURY
VIKING
HORNET
WILDCAT
MUSTANG
MAVERICK
NEPTUNE
SATURN
TITAN
MATRIX
SABRE
DIRECT
RAZOR
COBRA
GEMINI
PROTEUS