

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kamar, Inc.		02/23/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Kamar Products, Inc.		
Street Address:	4530 Summersong Road		
City:	Zionsville		
State/Country:	INDIANA		
Postal Code:	46077		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2316312	HEATMOUNT	
Registration Number:	2344949	KAMAR	
Registration Number:	3121290	QUICKSTICK	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9702243100		
Email:	bschroeer@idea-asset.com		
Correspondent Name:	Luke Santangelo		
Address Line 1:	Third Floor		
Address Line 4:	Fort Collins, COLORADO 80521		
ATTORNEY DOCKET NUMBER:	KAMAR		
NAME OF SUBMITTER:	Luke Santangelo		

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Signature:	/Luke Santangelo/
Date:	07/18/2012
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

KAMAR DETECTOR INCOME AGREEMENT

THIS KAMAR DETECTOR INCOME AGREEMENT ("Agreement") is effective as of the 23rd day of February, 2011 ("Effective Date"), by and between Kamar, Inc., a Colorado corporation ("Kamar"), and Kamar Products Incorporated, an Indiana corporation ("Products"). Kamar and Products are collectively referred to herein as the "Parties" and either may be referred to herein as a "Party."

WHEREAS, Kamar is the owner of certain trademarks relating to the terms "Kamar" and "Kamar Heatmount Detector" (the "Marks");

WHEREAS, Kamar has perfected rights in these Marks in several jurisdictions including the United States, Australia, New Zealand and the United Kingdom;

WHEREAS, Kamar has granted exclusive use of the Marks to Products;

WHEREAS, Products desires to acquire all rights and interest relating to the Marks from Kamar;

WHEREAS, Kamar agrees to transfer all of its rights and interest in the Marks to Products; and

WHEREAS, Kamar provides warehouse services to Products pursuant to a separate Warehouse Agreement of the same date; and

WHEREAS, the parties desire to share the income from the ongoing Kamar Heatmount Detector business;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Transfer of Marks.** Effective July 1, 2011, Kamar hereby assigns all of its rights and interest in the Marks throughout the world to Products.
2. **License Fee to be Paid for the Period Ending June 30, 2011.** For the period beginning on the Effective Date and ending on June 30, 2011, Products shall continue to pay Kamar a license fee (the "License Fee") for Products' use of the Marks. The License Fee shall equal ten percent (10%) of qualified adjusted revenue, as defined below (the "Revenue") derived from Products' sale of the Kamar Heatmount Detectors (the "Detectors") and the adhesive used in connection with the Detectors.

For purposes of this Agreement, qualified adjusted revenue shall mean the sales price of the Detectors and adhesive less: (i) the cost of shipping or freight when such cost is included in the sales price, and (ii) discounts given to customers.

3. **Detector Income Payment to be Paid For Period Beginning July 1, 2011.** For the period beginning July 1, 2011 and ending December 31, 2018, Products shall pay to Kamar a Monthly Detector Income Payment equal to ten percent (10%) of qualified adjusted revenue derived from Products' sale of the Detectors and the adhesive used in connection with the Detectors. In addition, in July, 2011, Products shall pay to Kamar an additional \$10,000 trademark transfer fee. Kamar shall include this \$10,000 in its June, 2011 invoice to Products.

4. Invoices and Payments. Kamar will provide invoices to Products at the end of each calendar month for all amounts owing under this Agreement. Payments shall be due within 30 days of the date of invoice. Any sum owing to Kamar under the provisions of this Agreement which are not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date when the same becomes due and payable by the terms hereon until paid.
5. Term and Termination. This Agreement shall begin on the Effective Date and shall continue through December 31, 2018, unless the Agreement is terminated sooner by mutual written agreement of the Parties.
6. Default by Products. In the event of default by Products, the Marks shall revert to Kamar.
7. No Assignment. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.
8. No Sale by Products. In the event Products should offer to sell, trade or dispose of the Marks during the term of this Agreement, they shall immediately revert to Kamar
9. Amendment. This Agreement may be amended only by the Parties' written agreement.
10. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Colorado, without regard to choice of law rules.
11. Relationship of the Parties. Products and Kamar are independent legal entities, and nothing in this Agreement shall be construed or be deemed to create a relationship of joint venture, principal and agent, or partner and partner between them.
12. Entire Agreement. This Agreement represents the entire agreement between the Parties as to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter of this Agreement, and this Agreement specifically supersedes the Licensing Agreement between the Parties entered into on July 1, 2003.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date first above written.

"PRODUCTS"

KAMAR PRODUCTS INCORPORATED

By: Stafford C. Walker

Name: Stafford C. Walker

Title: President

Date: February 23, 2011

"KAMAR"

KAMAR, INC.

By: Carl E. Vail

Name: Carl E. Vail

Title: President

Date: 2/23/2011