

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/11/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Compact Power, Inc.		07/16/2012
			Entity Type
			CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Compact Power Equipment Centers LLC		
Street Address:	3326 Highway 51		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3425460	COMPACT POWER
CORRESPONDENCE DATA			
Fax Number:	9194168363		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868078		
Email:	ADH-PTOTMCorrespondence@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	034399.008		
NAME OF SUBMITTER:	Arlene D. Hanks		

OP \$40.00 3425460

Signature:	/arlenedhanks/
Date:	07/19/2012
Total Attachments: 4 source=Assignment to Compact Power Equipment Centers LLC#page1.tif source=Assignment to Compact Power Equipment Centers LLC#page2.tif source=Assignment to Compact Power Equipment Centers LLC#page3.tif source=Assignment to Compact Power Equipment Centers LLC#page4.tif	

## ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOOD WILL

**THIS ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOOD WILL** (the "Assignment") made *nunc pro tunc* effective as of the 11th day of September, 2009, (the "Effective Date"), by and between **COMPACT POWER, INC.**, now known as M Mfg. Holdings, Inc. pursuant to a name change effective as of January 14, 2010, a North Carolina corporation, with offices at 1701 N. Waverly, Ponca City, OK 74602, (hereinafter the "Assignor"), and **COMPACT POWER EQUIPMENT CENTERS LLC**, a North Carolina limited liability company, with offices at 3326 Highway 51, Fort Mill, SC 29715, (hereinafter the "Assignee").

**WHEREAS**, on the Effective Date, Assignor was the owner of all rights, title and interest in and to the trademarks and the registrations therefor as more fully set forth on the attached Exhibit A, and the goodwill of the business associated therewith and symbolized thereby, (collectively, the "Trademarks"), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

**WHEREAS**, under the terms of the Asset Purchase Agreement entered into by and between Assignor and Assignee dated and effective as of September 11, 2009, (the "Asset Purchase Agreement"), Assignor agreed to and on the Effective Date did sell, transfer, convey, assign and deliver to Assignee, among other assets, all rights, title and interest in and to the Trademarks and all rights appurtenant thereto; and

**WHEREAS**, the parties are desirous of memorializing in writing the prior assignment of the Trademarks, and all rights appurtenant thereto, from Assignor to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor assigns to Assignee effective as of the Effective Date all of its rights, title and interest in and to the Trademarks, together with all rights appurtenant thereto, including without limitation all common law rights therein, the goodwill of the business connected with the use of and symbolized by said Trademarks and any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Trademarks, false designations of origin, unfair competition, deceptive trade practices, dilution and/or other misappropriation related to the Trademarks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.
2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Trademarks and all rights appurtenant thereto to Assignee, its successors or assigns.
3. Assignor authorizes the USPTO Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.
4. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the

event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

**IN WITNESS WHEREOF**, the parties have executed this Assignment, through their respective duly authorized representatives, effective *nunc pro tunc* as of the Effective Date and executed on the dates forth below.

**COMPACT POWER, INC.,** now known as  
**M MFG. HOLDINGS, INC.,**

Assignor

By: 

Name: Steven Ballinger

Title: CEO

Date: 7/16/12

**COMPACT POWER EQUIPMENT CENTERS  
LLC,**

Assignee

By: 

Name: Roger Braswell

Title: CEO

Date: 7/9/2012

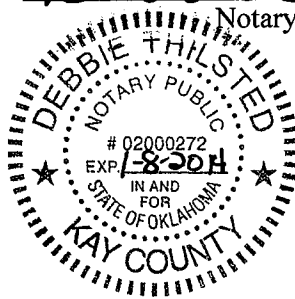
STATE OF Oklahoma  
COUNTY OF Kay

I, Debbie Thilsted, a Notary Public of the aforesaid County and State, do hereby certify that Steven Ballinger, the CEO of M Mfg. Holdings, Inc., formerly known as Compact Power, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him/her as its CEO, as the free act and deed of the corporation.

WITNESS MY HAND AND OFFICIAL SEAL this 17<sup>th</sup> day of July, 2012.

Debbie Thilsted  
Notary Public

My Commission Expires:  
1-8-2014



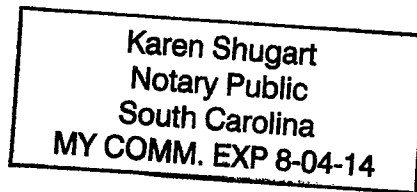
STATE OF SC  
COUNTY OF York

I, Karen Shugart, a Notary Public of the aforesaid County and State, hereby certify that Roger Braswell, the CEO of Compact Power Equipment Centers LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged that by authority duly given and as an act of the company, the foregoing instrument was signed in its name by him as its CEO, as the free act and deed of the company.

WITNESS MY HAND AND OFFICIAL SEAL this 9<sup>th</sup> day of July, 2012.

Karen Shugart  
Notary Public

My Commission Expires:  
8-4-14



**Exhibit A**

COUNTRY	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Australia	COMPACT POWER	1168020	March 22, 2007
Canada	COMPACT POWER	TMA731,910	January 7, 2009
European Union	COMPACT POWER	005777578	March 13, 2008
United States	COMPACT POWER	3,425,460	May 13, 2008