

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hodyon LP		02/28/2011	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Fallbrook Acquisition Corporation		
Street Address:	9444 Waples Street, Suite 410		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3711554	HODYON INTELLIGENT SOLUTIONS	
Registration Number:	3695398		
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Scott A. Barker		
Address Line 1:	Knobbe Martens		
Address Line 2:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	HODYN.003T/004T		
NAME OF SUBMITTER:	Scott A. Barker		

OP \$65.00 3711554

Signature:	/scott a. barker/
Date:	08/06/2012
Total Attachments: 3 source=Trademark Assignment HODYN#page1.tif source=Trademark Assignment HODYN#page2.tif source=Trademark Assignment HODYN#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) dated February 28, 2011 is made by Hodyon, LP, a Texas limited partnership having its principal place of business located at 120 E. Old Settlers Blvd., Round Rock, Texas 78664 (“Assignor”), to Fallbrook Acquisition Corporation, a Delaware corporation having its principal place of business located at 9444 Waples St. Suite 410, San Diego, California 92121 (“Assignee”).

Assignor is the owner of the trademarks, service marks and logos identified in Exhibit A, and owns all right, title and interest in, to and under the registrations and applications for registrations for such trademarks, service marks and logos (collectively, the “Marks”).

Assignee desires to own Assignor’s entire right, title and interest to the Marks.

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

Assignor hereby assigns to Assignee, Assignor’s entire right, title, and interest, in and to the Marks, and their related registrations, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions, powers and benefit to the Marks, due or accrued, and including the right to sue for and recover in the Assignee’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including without limitation rights to injunctive relief, damages, profits, royalties, costs and attorney fees, arising out of any infringement of the Marks, or injury to the related goodwill, occurring prior to or after the date of this Assignment.

Assignor agrees that, upon request and without further compensation, Assignor and Assignor’s legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of truthful testimony, that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Marks, and for perfecting, recording, or maintaining the title of Assignee, and Assignee’s successors and assigns, in and to the Marks. In the event that Assignee is unable after reasonable attempt to secure Assignor’s signature to any document in connection with the foregoing, Assignor hereby constitutes and appoints Assignee as the Assignor’s true and lawful attorney in fact, with full power of substitution in the Assignor’s name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

[Signature page follows.]

HODYON, LP, a Texas limited partnership

Thelese Management, LLC, as General Partner



(Signature)

DAVID WORLEY

(Print or type name)

President

(Print or type title)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

EXHIBIT A

Hodyon
Dynasys
Dynasys APU
Intelligent Solutions
Power for the Long Haul
Power for the Road Ahead
Hancock Industries

Seller holds two registered trademarks at the United States Patent and Trademark Office. The first is a composite mark (Registration Number 3,711,554 — Section 8 & 15 affidavit filings are due between 11/17/2014 and 11/17/2015) and the second is a design mark (Registration Number 3,695,398 — Section 8 & 15 affidavit filings are due between 10/13/2014 and 10/13/2015). These same two marks are registered in Singapore: (i) a composite mark (Registration Number T09/03657F — renewal filing due on or before 04/01/2019; and (ii) design mark (Registration Number T09/03653C — renewal filing due on or before 04/01/2019).