

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
Republic Machine, Inc.		04/12/2013	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	IPEG, Inc.		
Street Address:	200 West Kensing Drive		
City:	Cranberry Township		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2702604	REPUBLIC MACHINE	
Registration Number:	2729299	R	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-394-7767		
Email:	traip@thorpreed.com		
Correspondent Name:	Paul D. Bangor, Jr.		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	019232.109148		
NAME OF SUBMITTER:	Paul D. Bangor, Jr.		
Signature:	/Paul D. Bangor, Jr./		

CH \$65.00 2702604

TRADEMARK

Date:

04/18/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into this 11th day of April, 2013, and effective as of 12:00 a.m. on the 12th day of April, 2013, without further action by the parties, by Republic Machine, Inc., a corporation legally organized under the laws of Kentucky, having an address of 4104 Bishop Lane, Louisville, Kentucky 40218 ("Assignor") and delivered to, and in favor of, IPEG, Inc., a corporation legally organized under the laws of Delaware, having an address of 200 West Kensinger Drive, Cranberry Township, Pennsylvania 16066 ("Assignee").

WHEREAS, Assignor has adopted and is using the marks listed on Schedule A, attached hereto and incorporated herein, for which it has obtained registrations in the United States Patent and Trademark Office (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 11, 2013 (the "Asset Purchase Agreement"), by and among Assignee, Assignor, and George R. Sotsky, an individual residing in the Commonwealth of Kentucky (the "Equityholder"), whereby Assignor, inter alia, has agreed to and did sell and Assignee, inter alia, agreed to and did acquire Assignor's entire right, title and interest in and to the Marks including, inter alia, the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for the good and valuable consideration of the mutual covenants contained herein, and for other good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment. (a) Assignor does hereby sell, transfer, convey, set over, assign and deliver to Assignee all worldwide rights, title and interest in and to the Marks, whether statutory or common law, including, without limitation, all registrations for the Marks together with the goodwill of the business symbolized by the Marks, effective as of the Effective Date, as such term is defined in the Asset Purchase Agreement. Assignor does hereby further assign to Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past, present and future infringements of said Marks, together with the right to sue and recover therefore, including the right to bring suit in its own name and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

(b) Assignor and Assignee shall provide each other with such cooperation and information as either of them reasonably may request of the other in connection with the Marks, provided, however, that neither party shall be obligated to deliver or divulge communications, correspondence, or other documents protected by the attorney-client privilege, nor shall either party be obligated to deliver or divulge anything constituting attorney-work product.

(c) Upon execution of this Assignment, Assignor shall retain no right or license under the Marks.

2. Documentation and Cooperation. Assignor hereby covenants that, upon the request of Assignee (or its assigns), Assignor will provide Assignee (or its assigns) with all pertinent facts and documents relating to the Marks and to any applications and registrations therefor, and legal equivalents in the United States and foreign countries as may be known and accessible to Assignor, provided, however, that Assignor shall not be obligated to deliver or divulge communications, correspondence, or other documents protected by the attorney-client privilege, nor shall Assignor be obligated to deliver or divulge anything constituting attorney-work product. Assignor will cooperate as to the same in any action or litigation related thereto and will in Assignor's discretion, which shall not be unreasonably withheld, execute and deliver to Assignee or its legal representative papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in Assignee for the Marks and to any applications and registrations therefor and said equivalents thereof in any foreign country which may be necessary to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns).

3. Marks Issuance. Assignor hereby authorizes and requests any official whose duty it is to issue patents to issue each and every registration or other certificate comprising part of the Marks, as defined herein, in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment.

4. Asset Purchase Agreement. This Assignment is being delivered pursuant to the Asset Purchase Agreement and shall be subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by Assignor, the Equityholder, or Assignee of any Liabilities (as such term is defined in the Asset Purchase Agreement) imposed on such parties by the terms of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

5. Amendment. This Assignment shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.

6. No Waiver. No waiver of any breach of any provision of this Assignment shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

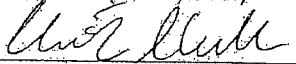
7. Successors and Assigns. This Assignment shall inure to the benefit of the parties and their respective successors and assigns and shall be binding upon the parties and their respective successors and assigns.

8. Headings. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

For: ASSIGNEE (IPEG, INC.)


Name: CHRISTOPHER KELLER
Title: PRESIDENT + CEO
Date: 4/11/13

For: ASSIGNOR (REPUBLIC MACHINE, INC.)

Name: _____
Title: _____
Date: _____


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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

For: ASSIGNEE (IPEG, INC.)

Name: _____
Title: _____
Date: _____

For: ASSIGNOR (REPUBLIC MACHINE, INC.)



Name: George R. Sotsky
Title: President
Date: April 11, 2013

SCHEDULE A

Trademark: REPUBLIC MACHINE
U.S. Registration No. 2,702,604
Filing Date: April 1, 2003

Trademark: R (Eaglehead Design)
U.S. Registration No. 2,729,299
Filing Date: June 24, 2003

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