

## 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
Avraham Levi		09/27/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	IEM, Inc.		
Street Address:	1689 Oakdale Avenue		
City:	West St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55118		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4221766	ERGORACK	
Registration Number:	4221770	ALURACK	
Registration Number:	4221732	ALUBARS	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Meghan Hungate c/o Willkie Farr & Gallag		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	117975.00015		
NAME OF SUBMITTER:	Meghan M. Hungate		

CH \$90.00 4221766

Signature:	/meghanmhungate/
Date:	09/30/2013
Total Attachments: 5 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment, dated September 27, 2013 with an effective date of March 29, 2012, is made by and between Avraham Levi, an individual, ("Assignor"), and IEM, Inc., a Minnesota Corporation ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, and all goodwill arising from the use of and symbolized by said trademarks and service marks (collectively, the "Trademarks");

WHEREAS, Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the Parties wish to execute and deliver this Trademark Assignment for the purpose of effecting their intent and assigning the Trademarks from Assignor to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby assign to Assignee, its successors and assigns, and Assignee accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks throughout the world, including all registrations and applications thereof and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue, counterclaim and collect damages and payments for claims of past, present and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks.

2. Assignor agrees to execute, at Assignee's expense, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and the trademark offices in other jurisdictions.

3. General Provisions.

(i) This Trademark Assignment shall be construed and enforced in accordance with the laws of the State of New York.

(ii) This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

(iii) The failure of either party to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.

(iv) This Trademark Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.

(v) This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR  
AVRAHAM LEVI

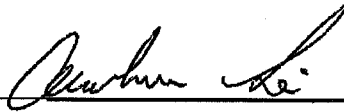
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ASSIGNEE  
IEM, INC.

By:   
Name: Mike Plunkett  
Title: Secretary

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR  
AVRAHAM LEVI

  
\_\_\_\_\_

ASSIGNEE  
IEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ERGORACK	U.S.A.	85560412	4221766	10/09/12
ALURACK	U.S.A.	85560502	4221770	10/09/12
ALUBARS	U.S.A.	85559938	4221732	10/09/12