

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
Phillips & Temro Industries Inc.		10/01/2013	CORPORATION: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	PTI Silencing, Inc.		
Street Address:	5380 Cottonwood Lane		
City:	Prior Lake		
State/Country:	MINNESOTA		
Postal Code:	55372		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2361419	EM	
Registration Number:	2361707	EM PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee M. Prescan		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869-179 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

Signature:	/Renee M. Prescan/
Date:	10/16/2013
Total Attachments: 4 source=Audax - Project PT - Silencing TM Assignment (Executed)_ (27856355_7)#page1.tif source=Audax - Project PT - Silencing TM Assignment (Executed)_ (27856355_7)#page2.tif source=Audax - Project PT - Silencing TM Assignment (Executed)_ (27856355_7)#page3.tif source=Audax - Project PT - Silencing TM Assignment (Executed)_ (27856355_7)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into by and between Phillips & Temro Industries Inc., a North Dakota corporation ("Assignor"), with registered offices at 9700 West 74th Street, Eden Prairie, MN 55344, and PTI Silencing, Inc., a Delaware corporation ("Assignee"), with registered offices at 5380 Cottonwood Lane, Prior Lake, MN 55372. Assignor and Assignee may be referred to as a "Party" or, collectively, the "Parties." The Parties agree and acknowledge that this Assignment is effective as of October 1, 2013 (the "Effective Date").

WHEREAS, the Parties desire that Assignor will assign to Assignee the trademarks set forth on Schedule A hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows

1. **Conveyance**. Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest as of the Effective Date in and to the Assigned Trademarks and any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with the goodwill of the business associated with the foregoing, and together with the right to bring action for and collect for present, future and past damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from infringement of any of the foregoing, whether occurring before or after the Effective Date, all of the same to be held and enjoyed by Assignee, its successors and assigns to the full end of the term or terms for which any trademarks may be granted as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. **Recordation**. Assignor hereby requests the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Trademarks (as applicable), as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances**. Assignor will execute and deliver such documents as are reasonably requested by Assignee and are necessary to carry out the intent of this Assignment.

4. **Counterparts**. This Assignment may be executed in one or more counterparts (including by .pdf, each of which will constitute an original, but all of which when taken together will constitute a single contract.

5. **Amendment and Modification**. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6. **Headings**. The headings in this Assignment are for reference purposes only, and will not in any way affect the meaning or interpretation of this Assignment.

7. **Governing Law**. This Assignment will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

**Phillips & Temro Industries Inc.,
as Assignor**

By: 

Title: Chief Executive Officer

Name: Harry R. Sumpter

Date: October 1, 2013

**PTI Silencing, Inc.,
as Assignee**

By: 


Title: President

Name: Harry R. Sumpter

Date: October 1, 2013

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
EM (Stylized) 	U.S.	75/546231 9/1/1998	2361419 6/27/2000	Phillips & Temro Industries Inc.
EM PRODUCTS	Canada	1004530 2/9/1999	TMA538539 12/11/2000	Phillips & Temro Industries Inc.
EM PRODUCTS	U.S.	75/626647 1/19/1999	2361707 6/27/2000	Phillips & Temro Industries Inc.