

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	05/31/2013																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Dinan Engineering, Inc.</td> <td></td> <td>10/14/2013</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Dinan Engineering, Inc.		10/14/2013	CORPORATION: CALIFORNIA																
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CORRESPONDENCE DATA																											
<p>Fax Number: 6179518736</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 6179518000</p> <p>Email: jennifer.kagan@bingham.com</p> <p>Correspondent Name: Jennifer Kagan</p> <p>Address Line 1: One Federal Street</p> <p>Address Line 2: Bingham Mccutchen LLP</p> <p>Address Line 4: Boston, MASSACHUSETTS 02110</p>																											
ATTORNEY DOCKET NUMBER:	DINAN-006																										
NAME OF SUBMITTER:	Jennifer Kagan																										

Signature:	/jenniferkagan/
Date:	10/25/2013
Total Attachments: 5 source=PERFORMANCE assignment#page1.tif source=PERFORMANCE assignment#page2.tif source=PERFORMANCE assignment#page3.tif source=PERFORMANCE assignment#page4.tif source=PERFORMANCE assignment#page5.tif	

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made this 14 day of October, 2013 (the "Execution Date"), effective as of May 31, 2013 (the "Effective Date") by Dinan Engineering, Inc. a California corporation ("Assignor"), in favor of Dinan Corp., a Delaware corporation ("Assignee").

WHEREAS, as of the Effective Date, the Assignor holds all right, title and interest in and to the trademarks service marks identified in the attached Schedule A (the "Mark");

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement dated May 31, 2013 by and between (i) the Assignee, and (ii) the Assignor, (the "Purchase Agreement"), pursuant to which the Assignor sold to the Assignee certain of the assets of Assignor, including the Mark; and

WHEREAS, the Assignor wishes to assign the Mark to the Assignee, and the Assignee is desirous of acquiring the Mark from the Assignor.


NOW, THEREFORE, in consideration of the mutual promises set forth in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer and deliver to the Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in and to (a) the Mark including all trademark registrations and applications associated therewith, (b) the goodwill of the business symbolized by and associated with the Mark, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill.
2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any trademark applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same for the Mark to the Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.
3. Assignor agrees, at Assignee's sole expense, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the trademark in a form acceptable for recordation in the United States Patent and Trademark Office, or any foreign trademark office.

[Signatures On The Next Page]

IN WITNESS WHEREOF, the Assignee has executed this Assignment, as an instrument under seal, effective as of the date first written above.

DINAN CORP.

By: 
Brian Appelgate
President

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2013, before me appeared _____, the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.

Notary Public

My commission expires: _____

State of California, County of Sonoma
On 10/14/13 before me, Tina M. Hughes, Notary Public,
Personally appeared Brian Appelgate
who proved to me on the basis of satisfactory evidence to be the person
whose name(s) are subscribed to the within instrument and acknowledge
to me that he/she/they executed the same in his/her/their authorized or capacity
and that by his/her/their signature(s) on the instrument the person(s) at the end
upon behalf of which the person(s) acted, executing the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



IN WITNESS WHEREOF, the Assignor has executed this Assignment, as an instrument under seal, effective as of the date first written above.

DINAN ENGINEERING, INC.

By:

[Signature]
Name: STEPHEN J. DINAN
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2013, before me appeared _____, the person who signed this instrument, who acknowledged that he or she signed such instrument as his or her free act and deed.

Notary Public

My commission expires: _____

State of California, County of Sonoma
On 10/14/13 before me, Tina M. Hughes, Notary Public,
Personally appeared STEPHEN DINAN
who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity
and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument;
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

[Signature]



SCHEDULE A

Marks

TRADEMARK	TERRITORY	REG./(APP. NO.)
PERFORMANCE WITHOUT SACRIFICE	U.S.	(85/942,014)