#### 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
Addison Whitney, Inc.		106/01/2007	CORPORATION: NORTH CAROLINA

#### **RECEIVING PARTY DATA**

Name:	AW Acquisition LLC	
Street Address:	One Van De Graaff Drive	
City:	Burlington	
State/Country:	MASSACHUSETTS	
Postal Code:	01801	
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2328427	ADDISON WHITNEY

#### **CORRESPONDENCE DATA**

**Fax Number**: 6144642634

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 614-462-5458

Email: trademarks@keglerbrown.com

Correspondent Name: Kegler Brown Hill & Ritter/SCB & P\*F

Address Line 1: 65 East State Street

Address Line 2: Suite 1800

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	104601.17-42
NAME OF SUBMITTER:	Stephen C. Barsotti
Signature:	/SCB/
	TRADEMARK

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Date:	12/11/2013
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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 1st day of June, 2007 ("Effective Date"), is from ADDISON WHITNEY, INC. ("Assignor") to AW ACQUISITION LLC ("Assignee").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee is desirous of acquiring the Assigned Trademarks, and the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks.

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

- Assignor does hereby sell, assign, transfer, convey and deliver unto the Assignee, its 1. successors and assigns, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and the registrations thereof without limitation, the right to any renewals and extensions that may be granted thereon, the right to prosecute any applications therefor, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
- 2. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
- 3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment.
- 4. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligation imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.

(NY013667;2)

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ADDISON WHITNEY, INC.

By

Name: Clayton D. Tolley

Title: Secretory

AW ACQUISITION LLC

Ву

Name: David Bassin

Title: Vice President and Secretary

TRADEMARK REEL: 005171 FRAME: 0986 IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

ADDISON WHITNEY, INC.

By Name:

Title:

AW ACQUISITION LLC

By Name: David Bassin

Title: Vice President and Secretary

TRADEMARK REEL: 005171 FRAME: 0987

# Schedule A **Assigned Trademarks**

<u>Trademark</u>	Jurisdiction of Registration	Registration No.
Addison Whitney	United States	2,328,427
Addison Whitney	European Union	000956672

{NY013667;2}

RECORDED: 12/11/2013