

## 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
Reach Engineering, LLC		09/13/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Akron Brass Company		
Street Address:	343 Venture Blvd.		
City:	Wooster		
State/Country:	OHIO		
Postal Code:	44691		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4065728	LINK2	
Registration Number:	4065729	LINK2	
CORRESPONDENCE DATA			
Fax Number:	7739076029		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	773-907-5994		
Email:	ggraf@premierfarnell.com		
Correspondent Name:	Gaige Graf c/o Premier Farnell Corp.		
Address Line 1:	4801 N. Ravenswood Ave.		
Address Line 4:	Chicago, ILLINOIS 60640		
NAME OF SUBMITTER:	Gaige Graf		
Signature:	/Gaige Graf/		
Date:	01/17/2014		

OP \$65.00 4065728

**Total Attachments: 9**

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## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (the "Agreement") is delivered pursuant to the Closing under the Asset Purchase Agreement (the "Purchase Agreement") dated as of September 13, 2013, by and between Akron Brass Company, a Delaware corporation ("Akron Brass") and Reach Engineering, LLC ("Seller"). Capitalized terms used in this Agreement without definition have the respective meanings given to them in the Purchase Agreement.

Pursuant to the Purchase Agreement, Akron Brass has agreed to acquire the Purchased Assets. Akron Brass and the Sellers now seek to consummate the assignment, conveyance and transfer of such Purchased Assets.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1      Sale and Transfer of Purchased Assets. The Seller hereby sells, assigns, conveys, transfers and delivers to Akron Brass all of the Purchased Assets.

SEE ATTACHED EXHIBIT "A"

Section 2      Assignment and Assumption of Assumed Liabilities. The Seller hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Akron Brass the Assumed Liabilities. Akron Brass hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of, and to pay, perform and discharge when due, all of the Assumed Liabilities. Notwithstanding the foregoing, Akron Brass does not assume, or agree to pay, perform or discharge, any Liabilities of the Seller other than the Assumed Liabilities, and the parties hereto agree that all such Liabilities, other than the Assumed Liabilities, will remain the sole responsibility of the Seller.

Section 3      Power of Attorney. Seller hereby constitutes and appoints Akron Brass as the Seller's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Seller but on behalf and for the benefit of Akron Brass and its successors and assigns, to demand, receive and collect any and all of the Purchased Assets and to give receipts and releases for and in respect of any and all of the Purchased Assets, and, from time to time, to institute and prosecute in the Seller's name, or otherwise for the benefit of Akron Brass and its successors and assigns, any and all proceedings at law, in equity or otherwise, that Akron Brass or its successors or assigns may deem proper for the collection or recovery of any of the Purchased Assets or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Akron Brass and its successors and assigns the Purchased Assets and all rights granted to Akron Brass under the Purchase Agreement. The Seller declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Seller or by its dissolution or in any manner or for any reason whatsoever. Nothing in this Section 3 will be deemed a waiver of any remedies otherwise available.

Section 4      General. This Agreement (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signatures to this Agreement in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and

(d) may be signed in counterparts as provided in Section 9.6 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control.

[Signature page follows.]

The undersigned has signed this Agreement on September \_\_\_\_, 2013.

**AKRON BRASS COMPANY**

By: Thomas Hodar  
Name: THOMAS HODAR  
Title: PRESIDENT

**REACH ENGINEERING, LLC:**

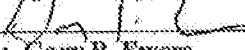
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned has signed this Agreement on September \_\_\_\_, 2013.

**AKRON BRASS COMPANY**

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

**REACH ENGINEERING, LLC:**

By:   
Name: Gary P. Ewers  
Title: Manager

**EXHIBIT "A"**  
**PURCHASED ASSETS**

1. All rights in and to said Inventory and Equipment listed on attached Exhibit "B".
2. Trademark rights for Link<sub>2</sub> Trademark on the attached Exhibit "C".
3. **FIRE PROGRAMS INTELLECTUAL PROPERTY:** The Intellectual Property and Intellectual Property Contracts related to or used in connection with the Link<sub>2</sub> Assets.
4. The Link<sub>2</sub> Hardware and the Link<sub>2</sub> Monitoring Assets.
  - A. **Link<sub>2</sub> Hardware:** The embedded electronic device which monitors vehicle network and sensor data, records parameters, and transmits recorded data wirelessly to a networked server.
  - B. **Link<sub>2</sub> Monitoring Assets:** The web-based subscription service that allows the user to interact intuitively with collected vehicle data; providing formatted information on vehicle faults and operation and includes, without limitation, [www.Link2Online.net](http://www.Link2Online.net), the supporting services and databases, the source code related to the website and services, the associated licenses and all accumulated customer data related thereto.

EXHIBIT 'B'  
INVENTORY

REACH INVENTORY  
As of 9/30/2013

PN	Vendor No	Description	Qty	EA	Ea Cost	Total Cost	Supplier	On Order
200253		Governor, Controller	0	EA	\$ 399.35	\$	Assembly	0
200230		Board, Embedded Governor	18	EA	\$ 53.31	\$ 959.58	Quetek	0
200253		Board, Remote Press Board	18	EA	\$ 105.41	\$ 1,897.38	Quetek	0
100175	PZ2AN1X3500PAAAX	Transducer, Honeywell -20/300 (Vacuum)	38	EA	\$ 49.80	\$ 1,892.40	Honeywell	0
100228	PZ2AN1X3500PAAAX	Transducer, Honeywell O/500 (Pressure)	28	EA	\$ 49.80	\$ 1,392.40	Honeywell	0
500300		Rapid Foam Fill Kit	6	EA	\$ 188.85	\$ 1,136.70	Assembly	0
500510		Rapid Foam Fill Kit (Less Motor)	20	EA	\$ 103.73	\$ 2,074.60	Assembly	0
500510		Rapid Foam Fill Kit (Less Motor)	15	EA	\$ 159.35	\$ 2,390.25	Assembly	0
200264		Rapid Fill Water Controller	0	EA	\$ 53.31	\$	Quetek	0
200230		Board, Embedded (Same as Governor)	0	EA	\$ 105.41	\$	Quetek	0
200253		Board, Remote Press Board (Same as Governor)	0	EA	\$ 282.41	\$ 1,129.64	Assembly	0
200245		Link II Board Assembly (11939)	4	EA	\$ 282.41	\$ 1,129.64	Assembly	0
200242		Link II Board Assembly (Fond)	8	EA	\$ 212.78	\$ 6,808.96	SMT	0
400000		Board (SMT)	32	EA	\$ 60.00	\$ 5,280.00	SMT	0
100100		IC108	88	EA	\$ 1.35	\$ 197.10	Di-Key	0
100101		Battery	146	EA	\$ 4.15	\$ 186.75	Di-Key	0
100102	6023-ND	Antenna	45	EA	\$ 32.99	\$ 1,482.39	Amazon	0
100102	RFSMA1204F	Cable, SMA1 SMA Antenna, 10 Ft (Option)	13	EA	\$ 188.71	\$ 2,477.75	Amazon	0
200248		Sealoffs, Kiewit XP (Single Backer)	9	EA	\$ 149.75	\$ 2,477.75	Amazon	0
100116		Module, raw from Eaton before configuration	37	EA	\$ 3.60	\$ 28.80	Peerless	0
25-24787		Conn. Eaton SW Body Adapter	8	EA	\$ 6.22	\$ 6.38	Peerless	0
92-775-3		Term. Tyco, Fern Tab	29	EA	\$ 6.22	\$ 6.38	Peerless	0
<b>Total</b>						<b>\$ 31,133.58</b>		

\* (1) 500500 Shipped to Pete Lauffenburger



**EQUIPMENT**

Qty	Reach Assets Item Description	Location	Value
2	Monitor - Samsung 22" - Syncmaster P2250	Matt's Office	\$ 50
1	Monitor - Samsung 24" - SyncMaster B2330	Matt's Office	\$ 50
1	Keyboard and Mouse - Microsoft Wireless Comfort	Matt's Office	\$ 25
1	Power Supply - BK Precision - Model 1686	Matt's Office	\$ 25
1	Printer - DeskJet 1220C	Matt's Office	\$ 50
1	Printer - Brother HL5050	Matt's Office	\$ 50
1	Network Hard Drive - C8 GoFlex Home	Matt's Office	\$ 50
1	Cart - Gray	Brad's Office	\$ 50
1	Test Equipment - Additel Pnuematic Pressure Test Pump - ADT914	Brad's Office	\$ 998
1	Monitor - Hannspree 23" - HF229H	Brad's Office	\$ 50
1	Battery Backup - CyberPower - 1500AVR	Brad's Office	\$ 25
1	Link2 Development Unit	Brad's Office	\$ 200
1	Computer - Black Tower	Warehouse Desk	\$ 100
1	Monitor - Acer 22" - G215	Warehouse Desk	\$ 50
1	Keyboard and Mouse - Dell	Warehouse Desk	\$ 25
1	Computer - Asus Eee Box	Test Bench	\$ 50
1	Monitor - Acer AL1916W	Test Bench	\$ 25
1	USB Hub - IO Gear	Test Bench	\$ 25
1	Keyboard and Mouse - Logitech MK320	Test Bench	\$ 25
1	Test Equipment - BK Precision 4003A Function Generator	Test Bench	\$ 100
1	Test Equipment - LeCroy Wave Ace 102.60MHz Oscilloscope	Test Bench	\$ 750
1	Router - Lynksis WRT54G Wireless	Test Bench	\$ 25
1	Soldering Station - HAKKO936	Test Bench	\$ 50
1	Test Fixture - Seat Belt Monitor	Test Bench	\$ 200
1	Test Fixture - Rapid Fill	Test Bench	\$ 200
1	Test Fixture - RPG Governor Daughter Board	Test Bench	\$ 200
1	WS_FTP Server License - Used for FTP Services at Server Level	Software Licenses	\$ 750
1	WS_FTP Client License - FTP client side software that supports server client authentication with certs	Software Licenses	\$
1	Altium Designer License - PCB, Schematic Capture and Simulation Package	Software Licenses	\$ 1,750
1	CAN Capture - CAN Analysis Software and Hardware	Software Licenses	\$ 1,295
1	Understand - Code Analysis and Metrics Software	Software Licenses	\$ 995
1	Vector CANalyzer - CAN Development and Analysis Software / Hardware	Software Licenses	\$ 5,000
1	Vector CANScope - CAN Physical Layer Analyzer	Software Licenses	\$ 1,000
1	Acronis - Back up Software	Software Licenses	\$ 500
1	Keil CA51-LC Compiler/Assembler Kit Lic	Software Licenses	\$ 2,000
3	Murphy PV750 Displays - (1) New, (2) Development Tools		\$ 2,400
1	RPG Development Tools Kit		\$ 2,000
	- Pelican Case		
	- Test Harnes		
	- RPG Boards (4)		
	- Engine Simulator		
Total	Value		\$ 21,138

*8/28/13*

DAVID J.  
TRADEMARK

United States of America  
United States Patent and Trademark Office

LINK2

Reg. No. 4,065,728

Registered Dec. 6, 2011

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

REACH ENGINEERING, LLC (FLORIDA LIMITED LIABILITY COMPANY)  
6405 SW 38TH ST, BUILDING 200  
OCALA, FL 34474

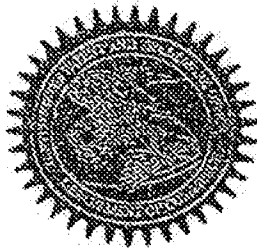
FOR: ON-BOARD MONITORING AND COMMUNICATIONS COMPUTER INTERFACE FOR  
SPECIALTY VEHICLES; DOWNLOADABLE SOFTWARE FOR CONFIGURING ON-BOARD  
MONITORING AND COMMUNICATIONS APPARATUS FOR SPECIALTY VEHICLES, IN  
CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-21-2010; IN COMMERCE 6-21-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 93-148,515, FILED 10-8-2010.

ROBERT STRUCK, EXAMINING ATTORNEY



*David J. Kypos*

Director of the United States Patent and Trademark Office

United States of America  
United States Patent and Trademark Office

LINK2

Reg. No. 4,065,729

Registered Dec. 6, 2011

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

REACH ENGINEERING, LLC (FLORIDA LIMITED LIABILITY COMPANY)  
6405 SW 38TH ST. BUILDING 200  
OCALA, FL 34474

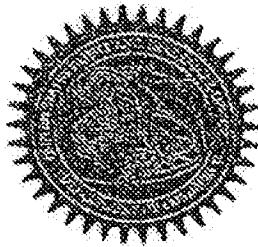
FOR: THE SERVICE OF PROVIDING TEMPORARY USE OF ON-LINE NON-DOWNLOAD-  
ABLE SOFTWARE FOR MONITORING USAGE, SERVICE AND WARRANTY SPECIFIC  
DATA IN THE FIELD OF SPECIALTY VEHICLE FLEET MANAGEMENT, IN CLASS 35 (U.S.  
CLS. 100, 101 AND 102).

FIRST USE 6-23-2010; IN COMMERCE 6-23-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-148,552, FILED 10-8-2010.

ROBERT STRUCK, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office