

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
Camplex Corporation		12/27/2013	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Tower Products, Inc.		
Street Address:	1 Tower Drive		
City:	Saugerties		
State/Country:	NEW YORK		
Postal Code:	12477		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2190869	CAMPLEX	
CORRESPONDENCE DATA			
Fax Number:	5184525579		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	518-452-5600		
Email:	kf@hrfmlaw.com		
Correspondent Name:	Caroline B. Ahn		
Address Line 1:	5 Columbia Circle		
Address Line 2:	HESLIN ROTHENBERG FARLEY & MESITI P.C.		
Address Line 4:	Albany, NEW YORK 12203		
ATTORNEY DOCKET NUMBER:	1624.064		
NAME OF SUBMITTER:	Caroline B. Ahn		
Signature:	/Caroline B. Ahn/		

CH \$40.00 2190869

Date:

01/17/2014

Total Attachments: 4

source=1624064-Assignment Agreement-Final#page1.tif

source=1624064-Assignment Agreement-Final#page2.tif

source=1624064-Assignment Agreement-Final#page3.tif

source=1624064-Assignment Agreement-Final#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 27 day of DECEMBER, 2013 (the "Effective Date") by and between Camplex Corporation, a Kansas corporation, which had a principal place of business located at 3302 West 6th Avenue, Emporia, Kansas 66801 (the "ASSIGNOR"), and Tower Products, Inc., a New York corporation with its principal place of business located at 1 Tower Drive, Saugerties, New York 12477 ("ASSIGNEE"). The parties may each be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the trademark CAMPLEX and the corresponding registration, U.S. Registration No. 2,190,869 (the "TRADEMARK"), together with the goodwill of the business connected with and symbolized by the TRADEMARK; and

WHEREAS, ASSIGNEE desires to acquire all right, title and interest in and to the TRADEMARK.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as set forth below.

1. **Assignment.** ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE the entire right, title, interest in and to the TRADEMARK in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the TRADEMARK (including, without limitation, the right to sue any infringers, the right to renew any registrations included in the TRADEMARK, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the TRADEMARK, and any priority right that may arise from the TRADEMARK), the same to be held and enjoyed by ASSIGNEE as fully and entirely as said interest could have been held and enjoyed by ASSIGNOR had this sale, assignment, transfer and conveyance not been made.

2. **Purchase Price and Payment.** In exchange for ASSIGNOR assigning all rights it may have in the TRADEMARK to ASSIGNEE, ASSIGNEE agrees to pay ASSIGNOR fifteen thousand dollars (\$15,000.00) USD, within thirty (30) days of the Effective Date of this Agreement. ASSIGNEE further agrees to pay to ASSIGNOR, reasonable attorneys' fees incurred by ASSIGNOR in effecting this assignment.

3. **Recordation.** ASSIGNOR authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration of the TRADEMARK to ASSIGNEE as assignee of ASSIGNOR's entire right, title and interest therein. ASSIGNOR agrees to further execute any documents reasonably necessary to effect this assignment or to confirm ASSIGNEE's ownership of the Trademarks.

4. **Limitation of Liability.** In the event the ASSIGNOR becomes liable to ASSIGNEE for breach of this AGREEMENT or for damages incurred by ASSIGNEE in connection with this AGREEMENT, the ASSIGNOR's total liability to ASSIGNEE arising out of or relating to this AGREEMENT shall not exceed fifteen thousand dollars (\$15,000).

5. **Acknowledgment.** ASSIGNEE hereby acknowledges that it is obtaining the TRADEMARK on an "AS IS, WHERE IS" basis. ASSIGNEE shall be responsible for its own due diligence in connection with the TRADEMARK and hereby acknowledges that it does not rely on any representations or warranties of ASSIGNOR or its employees, officers, principals, consultants, affiliates or advisers, in connection therewith.

6. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the parties with respect to the assigning of the TRADEMARK. The AGREEMENT supersedes any prior agreements or understandings, whether written or oral, between or among the Parties. The Parties agree that this AGREEMENT may not be amended or changed in any way except by written instruments signed by each of the parties hereto.

7. **Choice of Law and Forum.** This AGREEMENT shall be deemed to have been entered into in, and shall be interpreted in accordance with the laws of, the State of New York. The Parties agree to submit to the personal jurisdiction of courts located in the State of New York.

8. **Assignments and Binding Effect.** This AGREEMENT shall inure to the benefit of, and be binding upon the Parties and their respective representatives, agents, executors, administrators, heirs, successors and assigns.

9. **Waiver.** The failure of any Party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this AGREEMENT and to exercise any rights hereunder, shall not be a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right.

10. **Severability.** Wherever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid, but if any provision of this AGREEMENT shall be prohibited, unenforceable or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this AGREEMENT.

11. **Counterpart Agreements.** This AGREEMENT may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission, which transmission shall be deemed delivery of an originally executed document.

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

ASSIGNOR
Complex Corporation

By: [Signature]
Steven Tobenkin
President, Director, and Trustee of
Complex Corporation

By: [Signature]
William Meurer
Secretary, Director, and Trustee of
Complex Corporation

Dated: 12/27/13

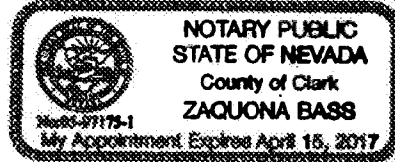
Dated: 1/3/14

STATE OF Nevada :
COUNTY OF Clark : SS

On this the 27 day of Dec, 2013, before me a notary public, Steven Tobenkin, personally appeared, who was personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within document and acknowledged to me that he executed the same in his capacity, and that by his signature on the document, the individual executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

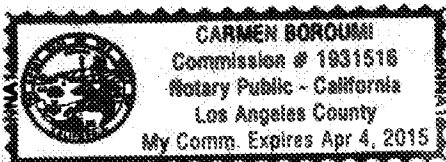


STATE OF CALIFORNIA :
COUNTY OF LOS ANGELES : SS

On this the 3rd day of JANUARY, 2014, before me ^{CARMEN BOROUMI,} a notary public, William Meurer, personally appeared, who was personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within document and acknowledged to me that he executed the same in his capacity, and that by his signature on the document, the individual executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING DOCUMENT IS TRUE AND CORRECT.
Notary Public



[Signature]
CARMEN BOROUMI, NOTARY PUBLIC
COMMISSION EXPIRES: APRIL 4, 2015

