

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
Crane Acquisition Company LLC		12/31/2013	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	CPP Holdings, LLC,
Street Address:	3408 Democrat Road
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38118
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1287040	CAM DYNAMICS
Registration Number:	1577657	BLUE RACER PERFORMANCE CAMS & COMPONENTS
Registration Number:	0913069	COMPUCAM
Registration Number:	1961268	CRANE CAMS
Registration Number:	3585308	CRANE CAMS
Registration Number:	4044593	CRANE CAMS
Registration Number:	1748137	ENERGIZER
Registration Number:	3035781	ENERGIZER
Registration Number:	2357981	FIREBALL
Registration Number:	2176547	FIREBALL
Registration Number:	1650587	HI INTENSITY
Registration Number:	1488343	KOOL NUTS
Registration Number:	1536311	POSI-STOP

OP \$340.00 1287040

CORRESPONDENCE DATA

Fax Number: 9015252389

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

Phone: 901-576-1775

Email: BBradley@Glankler.com

Correspondent Name: William R Bradley Junior

Address Line 1: 6000 Poplar

Address Line 2: Suite 400

Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:	William R. Bradley Jr.
Signature:	/William R. Bradley Jr./
Date:	02/10/2014

Total Attachments: 6

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- source=Trademark Assignment - Crane#page2.tif
- source=Trademark Assignment - Crane#page3.tif
- source=Trademark Assignment - Crane#page4.tif
- source=Trademark Assignment - Crane#page5.tif
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TRADEMARK ASSIGNMENT

This assignment (this "Trademark Assignment") is made this 31st day of December, 2013, by and between Crane Acquisition, LLC, a Wisconsin limited liability company (hereinafter "Assignor"), and CPP Holdings, LLC, a Florida limited liability company, having its principal place of business at 3408 Democrat Road, Memphis, Tennessee 38118 (hereinafter "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the date hereof by and between Assignor, Assignee and the other parties thereto, Assignor agrees to assign, transfer and convey all of its right, title and interest in and to the Marks (as defined below) to Assignee;

WHEREAS, Assignor owns and is using or licensing in the United States and elsewhere the trademarks, service marks, certification marks, trade names, trade dress, logos and slogans identified on the Schedule A attached hereto (collectively, hereinafter the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark, state trademark, if any, and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title and interest in and to the Marks, all common-law rights, all federal registrations, state registrations, if any, and applications identified on Schedule A, together with the goodwill of the business associated therewith.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title and interest in and to the Marks.

Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.

This Trademark Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN (EXCLUSIVE OF THE CONFLICT OF LAW PROVISIONS THEREOF).

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the date first set forth above.

CRANE ACQUISITION, LLC

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

CPP HOLDINGS, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the date first set forth above.

CRANE ACQUISITION, LLC

By: _____

Name: _____

Title: _____

Acknowledged and Agreed:

CPP HOLDINGS, LLC

By: 

Name: RONALD COLEMAN

Title: Manager

SCHEDULE A

MARK	COUNTRY	REG./APP. NO.
BLUE RACER PERFORMANCE CAMS & COMPONENTS & Design	USA	1,577,657
CAM DYNAMICS & Design	USA	1,287,040
COMPUCAM	USA	913,069
CRANE CAMS (Stylized)	USA	1,961,268
CRANE CAMS	USA	3,585,308
CRANE CAMS	USA	4,044,593
ENERGIZER	USA	1,748,137
ENERGIZER	USA	3,035,781
FIREBALL	USA	2,357,981
FIREBALL	USA	2,176,547
HI INTENSITY	USA	1,650,587
KOOL NUTS	USA	1,488,343
POSI-STOP	USA	1,536,311
CRANE CAMS	Canada	840,593
CRANE CAMS & DESIGN	Canada	321,220
CRANE	Finland	137324
CRANE	Benelux	543577
CRANE CAMS	Japan	1086971
CRANE CAMS	Korea, Republic of	1086971
CRANE CAMS	China (People's Republic)	1086971
CRANE CAMS	Germany	39551279
CRANE CAMS	European Community	1086971
CRANE CAMS	New Zealand	272115
CRANE CAMS	Norway	1086971
CRANE CAMS	Australia	1457075
CRANE CAMS	Brazil	830998403
CRANE CAMS	Brazil	830998373
CRANE CAMS	Argentina	3090230
CRANE CAMS	Argentina	3090231
CRANE CAMS	Hong Kong	302031434
CRANE CAMS	Mexico	1319512
CRANE CAMS	Mexico	1312658
CRANE CAMS	Taiwan	1543216
CRANE CAMS (Stylized)	Australia	A425074
CRANE CAMS (Stylized)	Brazil	819851833

CRANE CAMS (Stylized)	Benelux	587832
CRANE CAMS (Stylized)	Norway	1 077 739
CRANE CAMS (Stylized)	Finland	209732
CRANE CAMS (Stylized)	France	96607522
CRANE CAMS (Stylized)	United Kingdom	2047932
CRANE CAMS (Stylized)	European Community	1 077 739

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