

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
Capewell Components Company, LLC		02/03/2014	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Capewell Acquisition, LLC		
Street Address:	Two Chagrin Highlands		
Internal Address:	3000 Auburn Drive, Suite 430		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44122-4340		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3710759	CAPEWELL	
Registration Number:	1706949		
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Ryan W. Falk		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	1405 East Sixth St., The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	26521/04127		
NAME OF SUBMITTER:	Carol A. Costanza		

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Signature:	/carol a. costanza/
Date:	02/10/2014
Total Attachments: 5 source=02373297#page1.tif source=02373297#page2.tif source=02373297#page3.tif source=02373297#page4.tif source=02373297#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into as of February 3, 2014, by and among Capewell Components Company, LLC, a Connecticut limited liability company with an address at 46 Nooks Hill Road, Cromwell, CT 06416 ("Assignor"), and Capewell Acquisition, LLC, an Ohio limited liability company with an address of Two Chagrin Highlands 3000 Auburn Drive, Suite 430 Cleveland, Ohio 44122-4340 ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement, dated February 3, 2014 (the "Asset Purchase Agreement"), which provides, among other things, that Assignee is purchasing certain assets of Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interests in all of the Assignor's intellectual property that is not being assigned to Ripley Tools, LLC or M. H. Rhodes Cramer, LLC in connection with the Asset Purchase Agreement, and Assignee desires to accept the assignment of such intellectual property from Assignor, subject to the terms and conditions of the Asset Purchase Agreement and this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor and are not being assigned to Ripley Tools, LLC or M. H. Rhodes Cramer, LLC in connection with the Asset Purchase Agreement (the "Marks"), including but not limited to those identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon written request by Assignee, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

[Signature page follows]

In witness whereof, Assignor has executed this Assignment as of this 3rd day of -
February 2014.

ASSIGNOR:

Capewell Components Company, LLC

Robert W. Petit
By: Robert W. Petit

Title: Manager

State of New York)
County of New York) ss:

Subscribed to and sworn before me on this 3 day of February 2014.

Dubell
Notary Public

My commission expires: _____

CHIN FEMAN DAI WAI
Notary Public, State of New York
No. 02CH6244135
Qualified in New York County
Commission Expires 06/27/2018

ASSIGNEE:

Capewell Acquisition, LLC

By: W. Todd Martin

Title: President

State of _____)
County of _____) ss:

Subscribed to and sworn before me on this ___ day of _____ 2014.

Notary Public

My commission expires: _____

[Signature Page to Capewell Trademark Assignment Agreement]

SCHEDULE A

MARKS

Trademark	Country	Application Number/Date	Registration Number/Date	Status/ Next Renewal
CAPEWELL	United States	76679390 11-Jul-2007	3710759 17-Nov-2009	Issued 17-Nov-2015
MISC. Design	United States	74139239 15-Feb-1991	1706949 11-Aug-1992	Cancelled 11-12-2012