

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:	M. H. Rhodes Cramer, 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: 3		
Property Type	Number	Word Mark
Registration Number:	3922665	MARK TIME
Registration Number:	1689944	MARK-TIME
Registration Number:	3922664	MARKTIME

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
-------------------------	-------------

CH \$90.00 3922665

NAME OF SUBMITTER:	Carol A. Costanza
Signature:	/carol a. costanza/
Date:	02/10/2014
Total Attachments: 5 source=02373301#page1.tif source=02373301#page2.tif source=02373301#page3.tif source=02373301#page4.tif source=02373301#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 M. H. Rhodes Cramer, 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 certain of Assignor's intellectual property, 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 identified on Schedule A (the "Marks"), including; (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

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.

Dai Wai
Notary Public

My commission expires: _____

CHIN FEMAN DAI WAI
Notary Public, State of New York
No. 02CH6244135
Qualified in New York County
Commission Expires 06/27/2015

ASSIGNEE:

M. H. Rhodes Cramer, 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 Rhodes Cramer Trademark Assignment Agreement]

TRADEMARK
REEL: 005214 FRAME: 0005

SCHEDULE A

MARKS

Trademark	Country	Application Number/Date	Registration Number/Date	Status/ Next Renewal
MARK TIME	Canada	0169848 11-Jan-1937	UCA07958 11-Jan-1937	Issued 11-Jan-2027
MARK TIME	United States	85/072,805 28-Jun-2010	3,922,665 22-Feb-2011	Issued 22-Feb-2021
MARK-TIME	United States	74/163,483 03-May-1991	1,689,944 02-Jun-1992	Issued 02-Jun-2022
MARKTIME and Design	United States	85/072,796 28-Jun-2010	3,922,664 22-Feb-2011	Issued 22-Feb-2021