

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
Anvil International, LLC	FORMERLY Anvil International, LP	02/21/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	John Maneely Company
Street Address:	227 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	COMPANY: OHIO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1197940	MPF
Registration Number:	1315760	CON-JOINT
Registration Number:	1516396	AMRAK

CORRESPONDENCE DATA

Fax Number: 6142272100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6142272080
 Email: ipdocket@porterwright.com
 Correspondent Name: Belinda Reynolds
 Address Line 1: 41 S. High Street
 Address Line 2: Suite 2900
 Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	4013339-196251
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NAME OF SUBMITTER:	Robert J. Morgan
Signature:	/Robert J. Morgan/
Date:	02/21/2014
Total Attachments: 4 source=1stSKMBT_42314022115480#page1.tif source=1stSKMBT_42314022115480#page2.tif source=1stSKMBT_42314022115480#page3.tif source=1stSKMBT_42314022115480#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") dated February 21, 2014 is made and delivered by Anvil International, LLC f/k/a Anvil International, LP, a Delaware limited liability company ("Assignor"), for the benefit of John Maneely Company, an Ohio company ("Assignee"), in connection with that certain Asset Purchase Agreement dated October 16, 2009 by and between Assignor and Assignee ("Transaction").

WHEREEAS, Assignor intended to assign all its rights, title, and interests in the Trademarks (as defined below) as part of the Transaction;

WHEREAS, Assignee, or Assignee's affiliates have filed a Nunc Pro Tunc assignment with the United States Patent and Trademark Office;

WHEREAS, Assignee desires to assign its rights, in view of the Nunc Pro Tunc assignment, in and Assignee desires to obtain the rights to the Trademarks as contemplated by the Transaction.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and conveys to Assignor all of Assignor's right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on the same in the future (collectively, the "Trademarks"), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made. Assignors also assign unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

EXCEPT AS EXPRESSLY STATED IN THE TRANSACTION DOCUMENTS, ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE TRADEMARKS ARE PROVIDED "AS IS WHERE IS." ASSIGNEE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE TRADEMARKS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF NON-INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Subject to the Transaction documents, Assignee acknowledges and agrees that it shall be responsible for all liabilities related to the Trademarks from the date of the Transaction to the date of this Assignment ("Transfer Period") and hereby releases and forever discharges Assignor and its officers, directors, agents, employees, shareholders, owners, partners, affiliates, predecessors, successors and assigns, of and from any and all manner of actions, causes of action, suits, proceedings, debts, contracts, damages, claims, expenses, losses and demands whatsoever in law or equity, which the Assignee ever had, now has, or which its successors and assigns hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising from or related to the Trademarks during the Transfer Period. Further, Assignee hereby indemnifies and agrees to defend and hold harmless Assignor from and against any and all damages, losses, costs (including court costs and attorneys' fees), settlements, suits, actions, expenses, liabilities and claims of any kind caused by or resulting from or connected with the Trademarks during the Transfer Period.


Assignor agrees without charge to Assignee but at Assignee's expense to execute and deliver to Assignee such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same for the Trademarks or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

[Signature Page Follows]

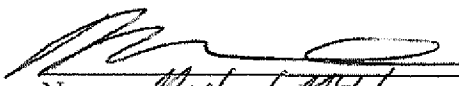
IN WITNESS WHEREOF, this Trademark Assignment Agreement has been duly executed on the date and in the capacity shown below.

ANVIL INTERNATIONAL, LLC

By: 
Name: Tony Ciccone, Jr.
Its: Vice President, Finance

Date: February 21, 2014

JOHN MANEELY COMPANY

By: 
Name: Michael McManus
Its: EVP

Date: Feb. 21, 2014

SCHEDULE A

TRADEMARKS

<u>United States Registration:</u>	<u>Registration No.</u>	<u>Serial No.</u>
MPF	1197940	73319091
CON-JOINT	1315760	73447598
AMRAK	1516396	73721955

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