

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303260

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LXW Liquidation Corporation		06/28/2013	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graham Engineering Corporation		
<b>Street Address:</b>	1420 Sixth Avenue		
<b>City:</b>	York		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17403		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3959634	WELEX SUPER SENTINEL	
<b>Registration Number:</b>	3811868	WELEX SENTINEL	
<b>Registration Number:</b>	2963516	HERCULES	
<b>Registration Number:</b>	2900488	EVOLUTION	
<b>Registration Number:</b>	2965646	WORLD STANDARD	
<b>Registration Number:</b>	1318930	POLYSIDE	
<b>Registration Number:</b>	1021899	AUTO-FLEX	
<b>Registration Number:</b>	0883318	WELEX	
<b>Registration Number:</b>	0863098	WELEX	
<b>Registration Number:</b>	1957122	UNISTACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7172601641		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	717-232-8000		
<b>Email:</b>	trademarks@mwn.com		
<b>Correspondent Name:</b>	Sue Heberlig		
<b>Address Line 1:</b>	100 Pine Street		
<b>Address Line 4:</b>	Harrisburg, PENNSYLVANIA 17108		

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<b>ATTORNEY DOCKET NUMBER:</b>	28312-0024
<b>NAME OF SUBMITTER:</b>	Sue Heberlig
<b>SIGNATURE:</b>	/SueHeb/
<b>DATE SIGNED:</b>	05/01/2014
<b>Total Attachments: 2</b> source=A3873764#page1.tif source=A3873764#page2.tif	

**TRADEMARK ASSIGNMENT**

*THIS TRADEMARK ASSIGNMENT* (this "Assignment"), effective as of June 28, 2013, (the "Effective Date") is made by and between LXW Liquidation Corporation (formerly known as Welex Incorporated), a Pennsylvania corporation, with an address of 1600 Union Meeting Road, Blue Bell, Pennsylvania 19722 ("Assignor") and Graham Engineering Corporation, a Pennsylvania corporation, with an address of 1420 Sixth Avenue, York, Pennsylvania 17403 ("Assignee").

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all right, title, and interest in and to (i) any and all trademark and intellectual property rights, including the right of priority and, if registered, the registration, for the trademarks listed in the Schedule, attached hereto and made a part hereof (collectively, the "Trademarks"); and (ii) any and all goodwill of the business associated with the Trademarks;

*WHEREAS*, Assignee desires to acquire the Trademarks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment;

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Trademarks and goodwill to Assignee; and

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest in and to the Trademarks, together with: (i) the goodwill symbolized by the Trademarks; and (ii) any royalties or other consideration owed in connection with use of the Trademarks after the Effective Date.
2. Assignor shall, without further consideration, cause to be performed such other lawful acts and cause to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment, and shall permit Assignee to be duly recorded as the registered owner of the Trademarks, goodwill, and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Trademarks and goodwill.

*IN WITNESS WHEREOF*, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the Effective Date.

**ASSIGNOR:**  
LXW Liquidation Corporation  
(formerly known as Welex Incorporated)

Signed: David E. Beavers 3/19/14  
Name: David E. Beavers  
Title: President

**ASSIGNEE:**  
Graham Engineering Corporation

Signed: Paul L. Rudy, III  
Name: Paul L. Rudy, III  
Title: Vice President

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Date: \_\_\_\_\_ Date: \_\_\_\_\_  
SCHEDULE

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Status</b>
WELEX SUPER SENTINEL	85/028,197	3,959,634	Registered
WELEX SENTINEL	77/709,734	3,811,868	Registered
HERCULES	76/519,758	2,963,516	Registered
EVOLUTION	76/519,757	2,900,488	Registered
WORLD STANDARD	76/519,756	2,965,646	Registered
POLYSIDE	73/462,094	1,318,930	Registered
AUTO-FLEX	73/011,078	1,021,899	Registered
WELEX	72/320,986	0,883,318	Registered
WELEX	72/285,776	0,863,098	Registration Expired
UNISTACK	74/538,040	1,957,122	Registration Expired

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