

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303455

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RDT MANUFACTURING LLC		04/29/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ULTIMATE RB, INC.		
<b>Street Address:</b>	2500 ADIE ROAD		
<b>City:</b>	MARYLAND HEIGHTS		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63043		
<b>Entity Type:</b>	<del>INC. ASSOCIATION: MISSOURI</del> CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76441160	ULTI-MAT	
<b>Registration Number:</b>	3077060	ULTI-MAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP		
<b>Address Line 1:</b>	1650 MARKET STREET, SUITE 4900		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	380329-15		
<b>NAME OF SUBMITTER:</b>	WILLIAM L. BARTOW		
<b>SIGNATURE:</b>	/william l bartow/		
<b>DATE SIGNED:</b>	05/02/2014		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT- TRADEMARK

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of April 30, 2014, by and between RDT Manufacturing LLC, an Ohio limited liability company (“**Assignor**”), and Ultimate RB, Inc., a Delaware corporation (“**Assignee**”), pursuant to that certain Asset Purchase Agreement (the “**Agreement**”), dated as of April 23, 2014, by and among Assignor, Assignee and the other parties thereto. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, this Assignment is contemplated pursuant to the terms of the Agreement;

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits and privileges in and to the trademark and trademark-related intellectual property, including any and all registered and unregistered trademarks and service marks, including all applications therefor and goodwill associated therewith and symbolized by the foregoing, that constitutes a portion of the Acquired Assets (the “**Trademark-Related Intellectual Property**”), all or portion of which Trademark-Related Intellectual Property is listed in Exhibit A annexed hereto;

WHEREAS, pursuant to the Agreement, Assignor desires to assign to Assignee, the Assignor’s entire right, title, interest, benefits and privileges in and to the Trademark-Related Intellectual Property; and

WHEREAS, Assignee desires to acquire Assignor’s entire, right, title, interest, benefits and privileges in and to the Trademark-Related Intellectual Property.

NOW, THEREFORE, for and in consideration of the premises of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, Assignor’s entire right, title, interest, benefits and privileges in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said Trademark-Related Intellectual Property, whether or not set forth on Exhibit A hereto, whether or not identified before or after the date hereof, and whether or not known by Assignor on the date hereof, including, but not limited to, any foreign applications, including international and regional applications, based in whole or in part on any of the Trademark-Related Intellectual Property, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, and Assignee may claim in any applications for trademarks or other rights, based in whole or in part on any of the Trademark-Related Intellectual Property.
2. Terms of the Agreement. The terms of the Agreement applicable to the Trademark-Related Intellectual Property are incorporated herein by this reference. In the event of any

conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

3. Further Actions. Assignor hereby covenants and agrees to execute and deliver, at the reasonable request of Assignee, at the sole cost of the Assignee, such further instruments of transfer and assignment and to take such other action as such Assignee may reasonably request to more effectively consummate the assignments contemplated by this Assignment. Assignor agrees, to do, upon Assignee's request, but without additional consideration to Assignor, all acts reasonably serving to assure that the Trademark-Related Intellectual Property shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made; and particularly to execute and deliver to Assignee, at the sole cost of the Assignee, all lawful documents including petitions, specifications, oaths, assignments, disclaimers, and affidavits in form and substance as may be requested by Assignee to effectuate the assignments contemplated by this Assignment and, with respect thereto, to furnish Assignee with any and all associated documents, photographs, models, samples, and other physical exhibits in Assignor's control or in the control of Assignor's legal representatives, officers, agents, parent corporations, or subsidiary corporations which may be useful for establishing the facts of any conception, disclosure, and/or reduction to practice of the Trademark-Related Intellectual Property.

4. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York, except to the extent that the Laws of such State are superseded by applicable federal Law.

(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS ASSIGNMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS ASSIGNMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY

TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS ASSIGNMENT. IN THE EVENT OF LITIGATION, THIS PROVISION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

(d) Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, however,* that Assignee may assign this Assignment and all rights and remedies hereunder in whole or in part to its Affiliates and lenders and their respective successors and assigns without the consent of Assignor. No assignment shall relieve the assigning party of any of its obligations hereunder. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any person other than the Assignor or Assignee.

(e) Electronic Delivery; Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

(f) Amendments. This Assignment may be amended, modified or waived only by a written agreement signed by the Assignor and the Assignee. With regard to any power, remedy or right provided in this Assignment or otherwise available to the Assignor or Assignee, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the party hereto has caused this Trademark Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

RDT MANUFACTURING LLC

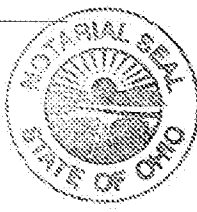
By: *David E Fannon*  
Name:  
Title:

County of ALLEN )  
State of OHIO )

On this 29<sup>th</sup> day of April, 2014, before me a Notary Public in and for the County and State aforesaid, personally appeared DAVID E FANNON, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public: *Robert J Honigford*  
Commission Expiration Date: \_\_\_\_\_

(SEAL)



ROBERT J. HONIGFORD  
Attorney at Law  
Notary Public, State of Ohio  
Non Expiring Commission

ASSIGNEE:

ULTIMATE RB, INC.

By:

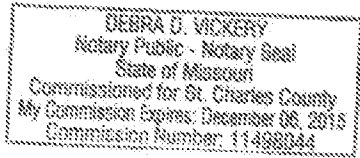
Andrew Harris  
Name: Andrew Harris  
Title: President

County of ST CHARLES )  
 )  
State of MISSOURI )

On this 29 day of APRIL, 2014, before me a Notary Public in and for the County and State aforesaid, personally appeared ANDREW HARRIS, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public: Debra D Vickery  
Commission Expiration Date: 12/06/2015

(SEAL)



**EXHIBIT A**

**Trademark-Related Intellectual Property**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
ULTI-MAT	76441160	Registered	3077060	04/04/06	RDT Manufacturing LLC (formerly Ultimate Systems, Ltd.)