

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Stanadyne Corporation		05/01/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clarcor Engine Mobile Solutions, LLC		
<b>Street Address:</b>	840 Crescent Centre Dr.		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1699779	FUEL MANAGER	
<b>Registration Number:</b>	2060155	LUBRICITY FORMULA	
<b>Registration Number:</b>	1555387	PERFORMANCE FORMULA	
<b>Registration Number:</b>	1905211	PERFORMANCE FORMULA JUNIOR	
<b>Registration Number:</b>	1549700	WINTER 1000	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126165700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-616-5600		
<b>Email:</b>	trademark@leydig.com		
<b>Correspondent Name:</b>	Tamara A. Miller		
<b>Address Line 1:</b>	Two Prudential Plaza, 180 N. Stetson Ave		
<b>Address Line 2:</b>	Suite 4900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	280715		
<b>NAME OF SUBMITTER:</b>	Anne E. Naffziger		
<b>SIGNATURE:</b>	/Anne E. Naffziger/		
<b>DATE SIGNED:</b>	06/12/2014		

CH \$140.00 1699779

**Total Attachments: 6**

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## WORLDWIDE TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of May 1, 2014, by and among Stanadyne Corporation, a Delaware corporation ("Assignor") and Clarcor Engine Mobile Solutions, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

- A. Assignor is the owner of the Assigned Trademarks (as defined below).
- B. Clean Seller, LLC, a Delaware limited liability company ("Seller"), Stanadyne Corporation, a Delaware corporation ("Holdings"), Assignor and CLARCOR Inc., a Delaware corporation ("Buyer") entered into that certain Stock Purchase Agreement, dated as of April 28, 2014 (as amended, modified or supplemented from time to time in accordance with its terms, the "Stock Purchase Agreement").
- C. In connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, Seller agreed to cause Assignor and Assignee to enter into this Assignment.
- D. Assignor desires to assign all of its right, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

### AGREEMENT

For valuable consideration, including that recited in the Stock Purchase Agreement, and for U.S. \$1.00, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Stock Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademarks listed in Appendix A attached hereto and made a part hereof, together with the goodwill of the business symbolized by the Assigned Trademarks, and including all common law and other rights in such marks that Assignor may own.
2. Assignment of the Assigned Trademarks. Assignor, individually, hereby assigns and transfers to Assignee, its successors and assigns, Assignor's entire right and title to and interest in the Assigned Trademarks. This Assignment is absolute, exclusive and irrevocable. Assignor authorizes and requests the U.S. Commissioner of Patents and Trademarks (and any other non-U.S. trademark issuing counterpart) to record Assignee as owner of the Assigned Trademarks, and as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
3. Assignment of Enforcement Rights. Assignor hereby sells, assigns and transfers to Assignee any and all claims, causes of action, and recoveries for past, present and future infringement or other violations of any of the Assigned Trademarks, together with the right to

bring suit for and/or initiate any proceedings to collect any and all damages arising from said claims or causes of action.

4. Further Assurances. Assignor, its successors and assigns, shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense, including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required: (a) in the prosecution and maintenance of the Assigned Trademarks; (b) in the prosecution or defense of any opposition, cancellation, infringement, or other proceeding that may arise in connection with the Assigned Trademarks; and (c) in the implementation or perfection of this Assignment, including the recordal thereof with the U.S. Trademark and Trademark Office and the trademark authorities of foreign countries. Assignor, its successors and assigns, will not execute any document or instrument in conflict with this Assignment.

5. General Provisions.

5.1 Merger and Integration. This Assignment, together with the Stock Purchase Agreement, represents the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. Each party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, other than as set forth in the Stock Purchase Agreement and this Assignment, have been made by any party, or anyone acting on behalf of any party, which are not embodied here.

5.2 Severability. If any provision, clause or part of this Assignment or the application thereof under certain circumstances, is held invalid, the remainder of this Assignment, or the applications of each provision, clause or part under other circumstances, shall not be affected thereby.

5.3 No Waiver. The failure of Assignor or Assignee to insist, in any one or more instances, upon performance of any of the terms or conditions of this Assignment, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

5.4 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of Assignor and Assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

5.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by .pdf scanned copies, and such .pdf signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.7 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.8 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction. The parties consent specifically to the personal and exclusive jurisdiction of the Court of Chancery of the State of Delaware and the appellate courts having jurisdiction of appeals in such courts for any action relating to this Assignment and irrevocably waive their right to contest venue in any such courts. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The successful party in any action seeking enforcement of this Assignment shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the other party.

5.9 Benefit. This Assignment shall inure to the benefit of, and be binding on, the parties hereto and their respective successors and assigns.

5.10 Assignment Recordal and Power. Any power is given to the bearer of an original or copy of the present deed, to apply for the recordal of the corresponding transfer.

*[remainder of page intentionally left blank; signatures on next pages]*

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

Stanadyne Corporation

By: Stephen S. Langin

Name: Stephen S. Langin

Title: Chief Financial Officer

Date: May 1, 2014

State of Connecticut )  
: SS Windsor  
County of Hartford )

This instrument was acknowledged before me on the 1 day of May, 2014,  
by Stephen S. Langin (name), CFO (title) of  
Stanadyne Corporation.

[Seal]

Nancy J. Caron  
Notary Public, State of CT  
My commission Expires: 07/31/2016

**NANCY J. CARON**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JULY 31, 2016**

ASSIGNEE

Clarcor Engine Mobile Solutions, LLC

By: Stephen S. Langin

Name: Stephen S. Langin

Title: Chief Financial Officer

Date: May 1, 2014

State of Connecticut )  
: SS Windsor  
County of Hartford )

This instrument was acknowledged before me on the 1 day of May, 2014,  
by Stephen S. Langin, Chief Financial Officer of Clarcor Engine Mobile Solutions, LLC.


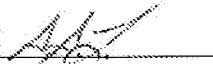
[Seal]

Nancy J. Caron  
Notary Public, State of CT  
My commission Expires: 07/31/2016


**NANCY J. CARON**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JULY 31, 2016**

**APPENDIX A**

Jurisdiction	Trademark	Status	Owner of Record	Reg./App. Number
Canada	LUBRICITY FORMULA	Registered	Stanadyne Corporation	TMA469987
France	FUEL MANAGER	Registered	Stanadyne Corporation	03 3 220 546
France	PERFORMANCE FORMULA and Design	Registered	Stanadyne Corporation	95576670
Germany	FUEL MANAGER	Registered	Stanadyne Corporation	30319239
Germany	PERFORMANCE FORMULA & Design	Registered	Stanadyne Corporation	39524340
India	FUEL MANAGER	Registered	Stanadyne Corporation	921535
Italy	FUEL MANAGER	Registered	Stanadyne Corporation	1546242
Italy	PERFORMANCE FORMULA and Design	Registered	Stanadyne Corporation	1171732
Spain	FUEL MANAGER	Registered	Stanadyne Corporation	M2550900
United Kingdom	FUEL MANAGER	Registered	Stanadyne Corporation	2329713
United States	FUEL MANAGER	Registered	Stanadyne Corporation	1699779
United States	LUBRICITY FORMULA	Registered	Stanadyne Corporation	2060155

Stanadyne Corporation initials   
Clarcor Engine Mobile Solutions, LLC initials 

Jurisdiction	Trademark	Status	Owner of Record	Reg./App. Number
United States	PERFORMANCE FORMULA	Registered	Stanadyne Corporation	1555387
United States	PERFORMANCE FORMULA JUNIOR	Registered	Stanadyne Corporation	1905211
United States	WINTER 1000	Registered	Stanadyne Corporation	1549700

Stanadyne Corporation initials   
 Clarcor Engine Mobile Solutions, LLC initials 