

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARTIN YALE INDUSTRIES, INC.		06/30/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	MARTIN YALE INDUSTRIES, LLC		
Street Address:	1618 Denver Street		
City:	Midland		
State/Country:	MICHIGAN		
Postal Code:	48640		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2593927	MARTIN YALE	
Registration Number:	2546399	MASTER	
Registration Number:	2475756	MASTerview	
Registration Number:	3579669	PERFI CUT	
Registration Number:	1292167	PREMIER	
Registration Number:	0805113	SECRETARIAT	
Registration Number:	3380945	SMARTFOLD	
Registration Number:	1882129	STAMP E-Z	
Registration Number:	2852344		
CORRESPONDENCE DATA			
Fax Number:	2484337274		
<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>			
Phone:	248-433-7200		
Email:	amoscowitz@dickinsonwright.com		
Correspondent Name:	Dickinson Wright PLLC		
Address Line 1:	2600 West Big Beaver Road, Suite 300		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	59298-00001		

OP \$240.00 2593927

NAME OF SUBMITTER:	Craig A. Phillips
SIGNATURE:	/Craig A. Phillips/
DATE SIGNED:	07/07/2014
Total Attachments: 5 source=59298_1TMAssignmentAgreement#page1.tif source=59298_1TMAssignmentAgreement#page2.tif source=59298_1TMAssignmentAgreement#page3.tif source=59298_1TMAssignmentAgreement#page4.tif source=59298_1TMAssignmentAgreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), is made by **MARTIN YALE INDUSTRIES, INC.**, an Indiana corporation, having an address of 251 Wedcor Avenue, Wabash, Indiana 46992 (“**Assignor**”), in favor of **MARTIN YALE INDUSTRIES, LLC**, a Michigan limited liability company having a principal place of business at 1618 Denver Street, Midland, Michigan 48640 (“**Assignee**”), and the purchaser of certain assets of Assignor pursuant to an Asset Purchase Agreement dated as of June 30, 2014, by and between Assignor and Assignee and joined in by Escalade, Incorporated, an Indiana corporation (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this trademark Assignment as of the date first above written.

MARTIN YALE INDUSTRIES, INC.,
an Indiana corporation

By: Deborah Meinert

Name: Deborah Meinert

Title: Treasurer

Address for Notices:
251 Wedcor Avenue
Wabash, Indiana 46992

AGREED TO AND ACCEPTED:

MARTIN YALE INDUSTRIES, LLC,
a Michigan limited liability company

By: LV2 Strategic Partners, LLC,
Manager

By: _____
John C. Pollock, Member

Address for Notices:
1618 Denver Street
Midland, MI 48640

IN WITNESS WHEREOF, Assignor has duly executed and delivered this trademark Assignment as of the date first above written.

MARTIN YALE INDUSTRIES, INC.,
an Indiana corporation

By: _____

Name: Deborah Meinert

Title: Treasurer

Address for Notices:

251 Wedcor Avenue

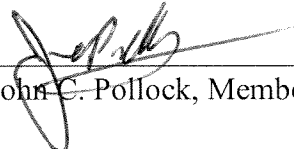
Wabash, Indiana 46992

AGREED TO AND ACCEPTED:

MARTIN YALE INDUSTRIES, LLC,
a Michigan limited liability company

By: LV2 Strategic Partners, LLC,
Manager

By: _____


John C. Pollock, Member

Address for Notices:

1618 Denver Street

Midland, MI 48640

Exhibit A

Mark	Ser./Reg. No.	Issued	Brief Goods/Services
MARTIN YALE	SN:76-152046 RN:2,593,927	July 16, 2002	(Int'l Class: 16) Business, office and mailroom supplies, machinery and equipment, particularly tabletop machinery and equipment; paper cutting and handling equipment; form cutting... (Int'l Class: 20) Display racks and media display racks
MASTER	SN:76-096929 RN:2,546,399	March 12, 2002	(Int'l Class: 9) [computer keyboard stands] (Int'l Class: 16) Paper hole punches (Int'l Class: 20) Display racks for catalogs, products, media and the like
MASTerview	SN:76-096928 RN:2,475,756	August 7, 2001	(Int'l Class: 20) Display racks for catalogs, products, media and the like
PERFI CUT	SN:77-518721 RN:3,579,669	February 24, 2009	(Int'l Class: 16) Paper cutters
PREMIER	SN:73-337148 RN:1,292,167	August 28, 1984	(Int'l Class: 16) Office supplies in the nature of paper cutting and handling equipment-namely, cutting and trimming boards
SECRETARIAT	SN:72-220,474 RN: 805,113	March 8, 1966	(Int'l Class: 8) Mail handling equipment, including sealer, opener and stamp affixer
SMARTFOLD	SN:77-202510 RN:3,380,945	February 12, 2008	(Int'l Class: 16) Paper folding machines for office use
STAMP E-Z	SN:74-426849 RN:1,882,129	March 7, 1995	(Int'l Class: 16) Machines for opening and sealing letters and for affixing postage stamps
Miscellaneous Design (green) 	SN:76-168895 RN:2,852,344	June 15, 2004	(Int'l Class: 16) Business, office and mailroom supplies, machinery and equipment, namely, paper cutting and handling equipment; form cutting and handling equipment, paper folding machines, form handling machines; cutting and trimming boards; paper trimmers; paper cutters; paper hole punches; paper slitters; letter openers;...

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