

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDWEST FOLDING PRODUCTS CORP.		11/14/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	NUDO PRODUCTS, INC.		
Street Address:	1500 Taylor Avenue		
City:	Springfield		
State/Country:	ILLINOIS		
Postal Code:	62703		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3514141	HEXALITE	
Registration Number:	2896241	TRANSFOLD	
Registration Number:	2889766	UPPER ZONE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mtily@fdh.com		
Correspondent Name:	Michael Tily		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Michael Tily		
SIGNATURE:	/s/ Michael Tily		
DATE SIGNED:	11/14/2014		
Total Attachments: 8			
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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective November 14, 2014, by and between **NUDO PRODUCTS, INC.**, an Illinois corporation (the "Assignee") and **MIDWEST FOLDING PRODUCTS CORP.**, a Delaware corporation (the "Assignor"). Capitalized terms used herein but not otherwise defined, have the meanings assigned to such terms in the Amended Purchase Agreement (defined below).

WITNESSETH:

WHEREAS, Assignee and Assignor, have entered into an Amended Asset Purchase Agreement, dated as of October 21, 2014, as amended on October 31, 2014 and November 7, 2014 (as amended, the "Amended Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee all of the Acquired Assets;

WHEREAS, as of the date hereof, the Assignee and the Assignor have entered into a Bill of Sale and Assignment and Assumption Agreement, whereby the Assignor has transferred, and the Assignee has assumed all Intellectual Property included in the Acquired Assets;

WHEREAS, certain trademarks and patents listed on Exhibit A hereto are included in the Acquired Assets and are registered (the "Registered Intellectual Property") with the United States Patent and Trademark Office ("USPTO"); and

WHEREAS, in connection with the transactions contemplated by the Amended Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's respective rights, titles and interests in and to all Registered Intellectual Property included in the Acquired Assets be assigned and transferred to the Assignee as provided in the Amended Purchase Agreement and that this Agreement be filed with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Registered Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all right, title and interest in and to any and all Registered Intellectual Property included in the Acquired Assets together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for the Assignee use and benefit, in accordance with the Amended Purchase Agreement, and for the use and benefit of the Assignee successors and assigns.

1.2 Further Assurances.

(a) The Assignor and the Assignee hereby agree that, promptly after the Closing, the Assignee or its representatives shall file this Agreement with the USPTO or such other applicable governmental authorities necessary to secure the rights assigned hereby.

(b) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist the Assignee, as the Assignee requests from time to time (the reasonable, out-of-pocket costs and expenses which shall be paid by the Assignee unless such action results from a breach of the Amended Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to the Assignee after the execution of this Agreement.

(c) This Agreement is executed in connection with and subject to the terms and conditions of the Amended Purchase Agreement. As between the Assignor and the Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between the Buyer and the Seller as provided for in the Amended Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Amended Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder in connection with a permitted assignment of the Amended Purchase Agreement.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not a signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNEE:

NUDO PRODUCTS, INC.

By: Darryl Rosser

Name: Darryl Rosser

Title: Chief Executive Officer

Address: 1500 Taylor Avenue, Springfield, Illinois



[Signature Page to Intellectual Property Assignment]

ACKNOWLEDGEMENT AND NOTARY

STATE OF ILLINOIS
COUNTY OF) Morgan)

On this 14 day of November 2014, before me, a Notary Public in and for the State and County foresaid, personally appeared Narry Posset, known by me to be the person above named and an officer of NUDO PRODUCTS, INC., who is duly authorized to execute this INTELLECTUAL PROPERTY ASSIGNMENT on behalf of NUDO PRODUCTS, INC. and who signed and executed the foregoing instrument on behalf of NUDO PRODUCTS, INC.

[SEAL]




Notary Public: Holly Hutchison
My Commission Expires: 8/18/2018

[Signature Page to Intellectual Property Assignment]

ASSIGNOR:

MIDWEST FOLDING PRODUCTS CORP.

By: _____


Name: Kurt A. Tjaden

Title: Vice President

Address: 408 East Second Street
Muscatine, Iowa 52761

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005401 FRAME: 0453

STATE OF IOWA)
)
COUNTY OF MUSCATINE)

On this 14th day of November, 2014, before me, a Notary Public in and for the State and County foresaid, personally appeared Kurt A. Tjaden, known by me to be the person above named and an officer of MIDWEST FOLDING PRODUCTS CORP., who is duly authorized to execute this INTELLECTUAL PROPERTY ASSIGNMENT on behalf of MIDWEST FOLDING PRODUCTS CORP. and who signed and executed the foregoing instrument on behalf of MIDWEST FOLDING PRODUCTS CORP.



Notary Public: Florence E. Pedersen

My Commission Expires: 4/4/17

EXHIBIT A

Registered Intellectual Property

I. Registered Trademarks

HEXALITE	United States Of America	3,514,141
TRANSFOLD	United States Of America	2,896,241
UPPER ZONE	United States Of America	2,889,766

{01941395; 4; 5118-8 }

II. Registered Patents

PORTABLE RISER APPARATUS HAVING A LIFTING AND LOCKING ASSEMBLY	United States Of America	7,546,705
PORTABLE RISER APPARATUS HAVING A LIFTING AND LOCKING ASSEMBLY	United States Of America	7,814,708

{01941395; 4; 5118-8 }