

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Helical Products Company, Inc.		02/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Matthew Warren, Inc.		
Street Address:	9501 Technology Boulevard, Suite 401		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4401537	HELI-CAL MACHINED SPRING	
Registration Number:	0750090	HELI-CAL	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-438		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	02/02/2015		
Total Attachments: 6			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			
source=Trademark Assignment#page3.tif			

CH \$65.00 4401537

source=Trademark Assignment#page4.tif

source=Trademark Assignment#page5.tif

source=Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of this 1st day of February, 2015 (the "Effective Date"), is by and between Matthew Warren, Inc., a Delaware corporation ("Assignee"), and Helical Products Company, Inc., a California corporation ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, the stockholders of Assignor party thereto, Herbert L. Merrell, Albert P. Ater, and Carol M. Ater (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to certain trademarks, and Assignee desires to acquire such trademarks, together with the goodwill symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

ARTICLE I **AGREEMENT**

Section 1.01. Assignment of Trademarks. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby (the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 1.02, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

Section 1.02. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

Section 1.03. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and

all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

Section 1.04. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. This Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

Section 1.05. Successors and Assigns. The provisions of this Assignment shall bind Assignor and its successors and permitted assigns and inure to the benefit of Assignee and its successors and permitted assigns.

Section 1.06. Interpretation. Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.07. Execution in Counterparts. This Assignment may be executed and delivered in two (2) original, PDF or facsimile counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

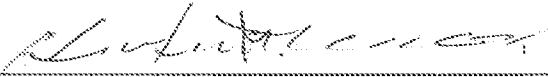
Section 1.08. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to conflict of laws principles of any jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

Helical Products Company, Inc.

By: 
Herbert L. Merrell, President

By: 
Albert P. Ater, Secretary

"ASSIGNEE"

Matthew Warren, Inc.

By: _____
William Marcum, President and CEO

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

"ASSIGNOR"

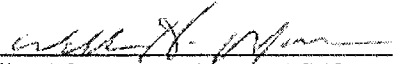
Helical Products Company, Inc.

By: _____
Herbert L. Merrell, President

By: _____
Albert P. Ater, Secretary

"ASSIGNEE"

Matthew Warren, Inc.

By:  _____
William Marcum, President and CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Santa Barbara)

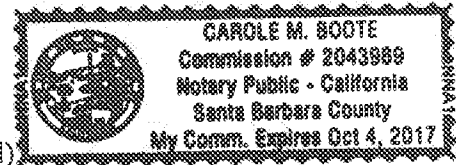
On Jan. 30, 2015, before me, Carole M. Boote, a notary public, personally appeared Herbert L. Merrell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carole M. Boote
Printed

(Seal)



IN WITNESS WHEREOF, I have hereunto set my hand and seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Santa Barbara)

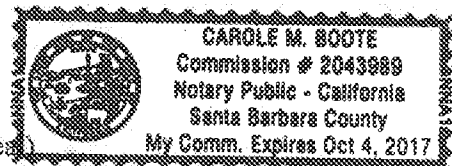
On Jan. 30, 2015, before me, Carole M. Boote, a notary public, personally appeared Albert P. Ater, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carole M. Boote
Printed

(Seal)



Schedule A

TRADEMARKS

Mark	Country of Registration	Serial Number	Reg. Number	Live/Dead
Heli-Cal Machined Spring	United States	85711499	4401537	Live
HELI-CAL	United States	72131961	0750090	Live
HELI-CAL Machined Spring	China		ZC11574 957SL	Live