

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southeastern Microwave, Inc.		03/02/2015	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Franklin Machine Products, Inc.		
Street Address:	101 Mt. Holly By-Pass		
City:	Lumberton		
State/Country:	NEW JERSEY		
Postal Code:	08048		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2412521	DURAPARTS	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	David A. Toy, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	038137.11		
NAME OF SUBMITTER:	David A. Toy		
SIGNATURE:	/David A. Toy/		
DATE SIGNED:	03/03/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

WHEREAS, Southeastern Microwave, Inc., a South Carolina corporation (the “**Assignor**”), owns all right, title and interest in and to the marks identified on Schedule A and the goodwill associated therewith and symbolized thereby (collectively, the “**Marks**”);

WHEREAS, the Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Marks to Franklin Machine Products, Inc., a New Jersey corporation (the “**Assignee**”); and

WHEREAS, the Assignor and the Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all right, title and interest throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to the Assignee all right, title, and interest throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by the Assignee, its successors, and assigns.

2. The Assignor further assigns to the Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Marks.

3. This Trademark Assignment and Assumption Agreement (“**Trademark Assignment Agreement**”) shall be binding upon the Assignor, its successors and assigns.

4. This Trademark Assignment Agreement is given pursuant to that certain Asset Purchase Agreement by and among, inter alia, the Assignor and the Assignee entered into effective as of March 2, 2015 (the “**Agreement**”) and is subject to the terms thereof. In the event of a conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern. This Trademark Assignment Agreement shall not be construed to amend the terms of the Agreement nor limit, alter, impair, enlarge or enhance the representations, warranties, covenants or rights thereunder of the parties thereto. This Trademark Assignment Agreement is given solely for the purpose of separately evidencing the transactions contemplated by the Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreement from any of their respective covenants, obligations or duties under the Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Trademark Assignment Agreement except to the extent otherwise expressly provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed, as of the 2nd day of March, 2015

ASSIGNOR:

SOUTHEASTERN MICROWAVE, INC.

x By: Frank Gannon
Name: Frank Gannon
Title: President

ASSIGNEE:

FRANKLIN MACHINE PRODUCTS, INC.

By: _____
Name: Kenneth Gradman
Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed, as of the 2nd day of March, 2015

ASSIGNOR:

SOUTHEASTERN MICROWAVE, INC.

By: _____

Name: Frank Gannon

Title: President

ASSIGNEE:

FRANKLIN MACHINE PRODUCTS, INC.

By:  _____

Name: Kenneth Gradman

Title: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK

REEL: 005470 FRAME: 0219

SCHEDULE A

MARKS

U.S. Federal Trademark Applications and Registrations

MARK	OWNER	SERIAL NUMBER	REGISTRATION NUMBER
DURAPARTS	Southeastern Microwave, Inc.	75890826	2412521