

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335133

<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>
Fives North American Combustion, Inc.		01/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maxcess International Corporation		
<b>Street Address:</b>	222 West Memorial Road		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73114		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1245043	ADJUSTA-GUIDE	
<b>Registration Number:</b>	1619429	SPREAD MASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046440957		
<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>	804-771-9500		
<b>Email:</b>	trademarks@hf-law.com		
<b>Correspondent Name:</b>	Robert P. Henley, III		
<b>Address Line 1:</b>	P.O. Box 500		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23218-0500		
<b>ATTORNEY DOCKET NUMBER:</b>	038980.00005		
<b>NAME OF SUBMITTER:</b>	Robert P. Henley, III		
<b>SIGNATURE:</b>	/Robert P. Henley, III/		
<b>DATE SIGNED:</b>	03/16/2015		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (the “*Agreement*”) is made and entered into as of January 30, 2015, by and between **FIVES NORTH AMERICAN COMBUSTION, INC.**, a Delaware corporation (“*Assignor*”), and **MAXCESS INTERNATIONAL CORPORATION**, a Delaware corporation (the “*Assignee*”). Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Purchase Agreement (as defined below).

**RECITALS**

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of November 24, 2014 (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to convey, transfer, assign and deliver to Assignee, the Acquired Assets, which include the Purchased Intellectual Property, for an amount of consideration equal to the Purchase Price;

**WHEREAS**, it is the parties’ intention to reflect the transfer of the Purchased Intellectual Property by the execution and delivery of this Agreement at the Closing; and

**WHEREAS**, the parties now desire to carry out the intent and purpose of the Purchase Agreement by Assignor’s execution and delivery to Assignee of this Agreement as evidence of the conveyance, transfer and assignment to Assignee of the Purchased Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts, all right, title, and interest of Assignor in and to all Purchased Intellectual Property, including the Intellectual Property set forth on Schedule A attached hereto, but specifically excluding the Intellectual Property described in Schedule B attached hereto and all software licenses; together with the right to all income and damages that may be derived from all such Purchased Intellectual Property, including the right to sue for past infringement, dilution, misappropriation, and other violations thereof and to recover all damages therefrom.

2. **Relationship to Purchase Agreement**. This Agreement is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. This Agreement is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the parties under the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.

3. **Counterparts.** This Agreement may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

4. **Governing Law.** This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

5. **Further Assurances; Binding Effect.** At any time and from time to time, at the reasonable request of Assignee, after the execution of this Agreement, Assignor shall execute and deliver to Assignee any additional documents necessary to convey to, or vest in, Assignee all of Assignor's right, title or interest in and to the Purchased Intellectual Property.

6. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only as broad as is enforceable.


7. **Captions.** The captions contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.

ASSIGNOR:

**FIVES NORTH AMERICAN COMBUSTION,  
INC.**

By: 

Name: Ron McCullough

Title: Chairman, President and  
Chief Executive Officer

Date:

ASSIGNEE:

**MAXCESS INTERNATIONAL  
CORPORATION**

By: \_\_\_\_\_

Name:

Title:

Date:

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed as of the date first set forth above.

**ASSIGNOR:**

**FIVES NORTH AMERICAN COMBUSTION,  
INC.**

By: \_\_\_\_\_

Name:

Title:

Date:

**ASSIGNEE:**

**MAXCESS INTERNATIONAL  
CORPORATION**

By:  \_\_\_\_\_

Name: Greg Jehlik

Title: President and Chief Executive Officer

Date:

## Schedule A

### Registered Trademarks

<u>Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
ADJUSTA-GUIDE	5/14/1982	73364571	1245043	7/12/1983	US
SPREAD MASTER	11/21/1989	645294	427377	5/20/1994	CA
SPREAD MASTER	5/22/1989	73801632	1619429	10/30/1990	US
ACCUTRAC	9/7/1990	665958	413039	6/4/1993	CA

### Unregistered Trademarks and Trade Names

1. Eagle Eye
2. SlimPlex
3. Adjusta-Link
4. Cam-Track
5. Zero-Reset

### Patents

<u>Title</u>	<u>Country</u>	<u>Filing Number</u>	<u>Filing Date</u>	<u>Issue Number</u>	<u>Date Issued</u>
Apparatus and method for adjusting the lateral position of a moving strip	US	08/347854	12/1/1994	5711470	1/27/1998
Carpet position sensor	US	08/918258	8/6/1997	5989368	11/23/1999
Edge detector	US	09/593081	6/13/2000	6486680	11/26/2002
Spreader for calendar line	US	08/938567	9/26/1997	5781973	7/21/1998

**Schedule B**

The name "Fives," any variations or derivations thereof (including "Fives North American," "Fives North American Combustion, Inc.," "Fives North American guiding systems group" and the logo set forth below), or any other logos or trademarks of Assignor or its Affiliates.

