

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LTS Scale Company, LLC		05/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LTS Metrology, LLC		
Street Address:	1400 Chagrin River Road		
City:	Gates Mills		
State/Country:	OHIO		
Postal Code:	44040		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3430191	HYDROSCALE	
Registration Number:	3901721	LTS DIMENSION XYZ	
Registration Number:	3897988	MOBILE CUBE	
Registration Number:	3901720	STATIC CUBE	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216-348-5744		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins, Robbie H. Bannan		
Address Line 1:	600 Superior Ave		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	37575-00003		
NAME OF SUBMITTER:	Robbie H. Bannan		
SIGNATURE:	/Robbie H. Bannan/		
DATE SIGNED:	05/19/2015		
Total Attachments: 8			

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ASSIGNMENT OF PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

This is the Intellectual Property Assignment defined and described in the Asset Sale and Purchase Agreement effective as of May 5, 2015 (the "Asset sale and Purchase Agreement"), by and among (a) LTS Scale Company, LLC, a Delaware limited liability company, (b) John A. Pangrazio, an individual, and LTS/FSC Main Street, LLC, a Delaware limited liability company, and (c) LTS Metrology, LLC, a Delaware limited liability company. Initially capitalized words and phrases used herein that are defined in the Agreement have the meanings given to them in the Agreement, unless otherwise defined herein.

BACKGROUND

A. LTS Scale Company, LLC, a Delaware limited liability company with an office at 1500 Enterprise Parkway, Twinsburg, Ohio 44087 ("Assignor"), is the owner of the patents and patent applications identified on Exhibit A hereto (collectively the "Patents"), and desires to assign to LTS Metrology, LLC, a Delaware limited liability company with an office at 1400 Chagrin River Road, Gates Mills, Ohio 44040 ("Assignee"), (1) all of Assignor's right, title and interest in and to the Patents, (2) all of Assignor's right, title and interest in and to any and all provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, any and all Letters Patent of the United States and countries applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may be granted or have been granted or be lodged in relation thereto, and reissues or reexaminations thereof obtained or to be obtained therefor, any renewals or substitutes thereof, any and all priority rights or priority claims, International Convention rights, any and all rights to collect any and all past, present and/or future damages for infringement of Letters Patent of the United States and countries and regions foreign thereto which have been or may be published, which have been or may be granted or lodged in relation thereto, and any and all other benefits accruing or to accrue to Assignor, its successors and assigns with respect to any of the foregoing, and (3) all of Assignor's right, title and interest in and to any and all licenses, assignments and any other conveyances or grants of intellectual property rights by others to or in favor of Assignor (collectively, "Patent Rights").

B. Assignor is the owner of the trademarks and service marks identified on Exhibit B hereto (collectively the "Marks"), and desires to assign to Assignee (1) all of Assignor's right, title and interest in and to the Marks and the goodwill associated with the Marks, and (2) all of Assignor's right, title and interest in and to all fictional business names, unregistered trademarks and service marks, trade-dress, trade names, logos and other names or slogans embodying the Business (as defined in the Asset Sale and Purchase Agreement) and associated product goodwill, all trade secrets, trade processes, know-how and other confidential and other non-public information related to the Business, all rights to prohibit, restrict or limit the use or disclosure thereof, all Internet web sites, domain names and registrations or applications for registration thereof, and all claims or causes of action arising out of or relating to the misappropriation of any of the foregoing (collectively the "Other Intellectual Property Rights").

ASSIGNMENT

FOR VALUE RECEIVED, Assignor has sold, assigned and transferred, and by this instrument does hereby sell, assign and transfer, to Assignee and Assignee's legal representatives, successors and assigns the entire right, title and interest of Assignor in and to the Patents, the Patent Rights, the Marks and the Other Intellectual Property Rights.

The foregoing sale, assignment and transfer is made without any representation or warranty whatsoever, it being understood and acknowledged that the sole representations and warranties are those contained in the Asset Sale and Purchase Assignment.

Assignor agrees that upon the request of Assignee, and without further consideration but at the expense of Assignee, Assignor will execute and deliver any additional assignments or other writings and do such additional acts as are reasonably necessary for Assignee's full enjoyment of the Patents, the Patent Rights, the marks and the Other Intellectual Property Rights.

ACCEPTANCE OF ASSIGNMENT

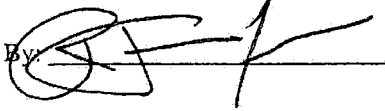
Assignee hereby accepts the foregoing sale, assignment and transfer and the terms hereof.

[Signatures Follow]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment of Patents, Trademarks and Other Intellectual Property Rights to be executed on its behalf by one of its officers thereunto duly authorized as of the 4th day of May, 2015.

Assignor:

LTS Scale Company, LLC

By: 

Assignee:

LTS Metrology, LLC

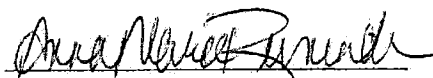
By: _____

ACKNOWLEDGMENT

STATE OF OHIO)
 SUMMIT)SS:
COUNTY OF CUYAHOGA)

On this the 4th day of MAY, 2015, before me the undersigned officer, personally appeared RICHARD F. GRAB, who acknowledged himself to be the CFO of LTS Scale Company, LLC, the Assignor named in the foregoing instrument, and further acknowledged that, in such capacity and being authorized to do so, he executed such instrument for the purposes therein contained.

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


Notary Public

[Seal] Anna Marie Reminder
Notary Public, State of Ohio
My Commission Expires
January 13, 2019

IN WITNESS WHEREOF, Assignor and Assignee each has caused this Assignment of Patents, Trademarks and Other Intellectual Property Rights to be executed on its behalf by one of its officers thereunto duly authorized as of the 4th day of May, 2015.


Assignor:

LTS Scale Company, LLC

By: _____

Assignee:

LTS Metrology, LLC

By: 
John M. Mueller, CEO

ACKNOWLEDGMENT

STATE OF OHIO)
)SS:
COUNTY OF Cuyahoga)

On this the 1st day of May, 2015, before me the undersigned officer, personally appeared John M. Mueller, who acknowledged himself to be the Chief Executive Officer of LTS Metrology, LLC, the Assignee named in the foregoing instrument, and further acknowledged that, in such capacity and being authorized to do so, he executed such instrument for the purposes therein contained.

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

S. Renee Papenfuss
Notary Public

S. Renee Papenfuss
Notary Public, State of Ohio
My Commission Expires January 28, 2018

[Seal]

LTS Scale Company, LLC – Patents and Patent Applications (Owned)

1. Issued Patents.

<u>Description</u>	<u>File Date</u>	<u>Serial No.</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Country</u>
Dimensional Detection System and Associated Method	5/21/10	12/784,622	3/13/12	8,134,717	United States
Dimensional Detection System and Associated Method (Div)	12/13/11	13/324,149	7/24/12	8,228,510	United States
Weighing Apparatus and Roll-Off Truck, and Associated Method	9/13/11	13/230,951	5/6/14	8,716,609	United States

2. Patent Applications.

<u>Description</u>	<u>File Date</u>	<u>Serial No.</u>	<u>Status</u>	<u>Country</u>
Activity Reporting System	4/30/12	13/459,997	Pending; at final rejection	United States
Dimensional Detection System and Associated Method	5/20/11	2800211	Pending; Examination not yet requested	Canada
Dimensional Detection System and Associated Method	5/20/11	11784294.8	Pending	European
Material Handling Device and Weighing Apparatus Usable Therewith (mechanical portion of in-motion weighing)	10/1/14	14/503,862	Pending	United States
Material Handling Device and Weighing Apparatus Usable Therewith (mechanical portion of in-motion weighing)	10/1/14	PCT/US2014/058581	Pending	PCT
Detection System Usable in Forklift Apparatus	11/12/13	14/077,667	Pending, at final rejection	United States
Stationary Dimensional System	8/28/14	62/042,912	Pending	United States
Dimensioning System Employing Fluorescent Bar Code Fiducial and Optical Bandpass Filter	9/12/14	62/049,482	Pending	United States
In-Motion Weighing System (Electronic Component)	2/19/15	14/626,151	Pending	United States
In-Motion Weighing System (Electronic Component)	2/19/15	PCT/US15/16538	Pending	PCT

LTS Scale Company, LLC – Registered Trademarks (Owned)

<u>Mark</u>	<u>File Date</u>	<u>App. No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Country</u>
HYDROSCALE	8/30/07	77/268,094	5/20/08	3,430,191	United States
LTS DIMENSION XYZ	3/25/10	1352784	7/23/10	1352784	Australia
LTS DIMENSION XYZ	3/24/10	1,474,399	11/15/11	811,748	Canada
LTS DIMENSION XYZ	3/26/10	008984502	9/20/10	008984502	European Union
LTS DIMENSION XYZ	10/15/09	77/849,112	1/4/11	3,901,721	United States
MOBILE CUBE	3/25/10	1352788	7/23/10	1352788	Australia
MOBILE CUBE	3/24/10	1,474,404	1/11/13	839,866	Canada
MOBILE CUBE	3/26/10	008984569	9/20/10	008984569	European Union
MOBILE CUBE	10/15/09	77/849,108	12/28/10	3,897,988	United States
STATIC CUBE	3/25/10	1352787	7/23/10	1352787	Australia
STATIC CUBE	3/24/10	1,474,401	1/11/13	839,867	Canada
STATIC CUBE	3/26/10	008984577	9/20/10	008984577	European Union
STATIC CUBE	10/15/09	77/549,110	1/4/11	3,901,720	United States