

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydraulex International Holdings, Inc.		06/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Attica Hydraulic Exchange, Inc.		
Street Address:	48175 Gratiot Avenue		
City:	Chesterfield		
State/Country:	MICHIGAN		
Postal Code:	48051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85597364	BENCHMARK	
Serial Number:	85597420	BENCHMARK	
Serial Number:	85264931	HYDRAULEX GLOBAL	
Serial Number:	85980300	HYDRAULEX GLOBAL	
Serial Number:	85753085	THE RIGHT REPLACEMENT, RIGHT NOW	
Serial Number:	85980864	THE RIGHT REPLACEMENT, RIGHT NOW	
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>			
Phone:	919-828-0564		
Email:	trademarks@parkerpoe.com		
Correspondent Name:	Christopher M. Thomas		
Address Line 1:	301 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	126397		
NAME OF SUBMITTER:	Christopher M. Thomas		
SIGNATURE:	/CMT/		
DATE SIGNED:	06/04/2015		

OP \$165.00 85597364

Total Attachments: 4

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Trademark Assignment Agreement

Hydraulex International Holdings, Inc., a Delaware corporation (“**Assignor**”), and Attica Hydraulic Exchange, Inc., a Delaware corporation (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Agreement**”) as of June 1, 2015 (“**Effective Date**”).

WHEREAS, Assignor is the owner of the trademark registrations (the “**Registrations**”) and the applications for trademark registration (the “**Applications**”) set forth on **Exhibit A** to this Agreement, the trademarks and service marks described therein, and the common law rights associated therewith (collectively the “**Marks**”), and the goodwill of the businesses symbolized thereby, the businesses with which the Marks and the intended use of the marks shown in the Applications have been associated, and certain rights appurtenant to the foregoing, including, without limitation certain license agreements entered into by the Assignor; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in and to the Marks, the goodwill of the businesses symbolized thereby, the businesses with which the Marks and the intended use of the marks shown in the Applications have been associated, and all its rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. **Assignment.** Assignor does hereby irrevocably assign and transfer to Assignee, its successors and assigns, Assignor’s entire right, title, and interest in and to the Marks worldwide, together with (a) the trademark registrations and trademark applications set forth on Exhibit A and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Exhibit A hereto, the transfer of such applications accompanies the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing; (b) the goodwill of the businesses symbolized by the Marks, (c) the businesses with which the Marks and the intended use of the marks shown in the Applications have been associated, (d) its rights and obligations as its successor in interest to all of the agreements listed in Exhibit B hereto and (e) all claims and rights to sue and to collect damages based on any past, present, and future infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices, or dilution related to the Marks, or any use of confusingly similar marks or names by others, and all other related causes of action.

2. **Further Assurances.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor’s rights, title, and interest in and to the Marks and the rights appurtenant thereto to Assignee, its successors, or assigns.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. **Successors and Assigns.** This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Trademark Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Hydraulex International Holdings, Inc.

Signature: Shirish Pareek

Printed Name: SHIRISH PAREEK

Title: PRESIDENT & CEO

ASSIGNEE:

Attica Hydraulic Exchange, Inc.

Signature: Shirish Pareek

Printed Name: SHIRISH PAREEK

Title: PRESIDENT & CEO

Exhibit A

Mark	Country	Application No.	Registration No.
BENCHMARK	Canada	1597804	N/A
BENCHMARK	Mexico	1316510	1353647
BENCHMARK	Mexico	1316511	1458311
BENCHMARK	Mexico	1316512	1421397
BENCHMARK	Mexico	1316514	1353258
BENCHMARK	USA	85597364	
BENCHMARK & Design	Canada	1597801	
BENCHMARK & Design	Mexico	1316516	1353648
BENCHMARK & Design	Mexico	1316509	1458310
BENCHMARK & Design	Mexico	1316517	1422918
BENCHMARK & Design	Mexico	1316519	1349180
BENCHMARK & Design	USA	85597420	
HYDRAULEX GLOBAL & Design	Canada	1542552	TMA898549
HYDRAULEX GLOBAL & Design	Mexico	1210496	1269913
HYDRAULEX GLOBAL & Design	Mexico	1210495	1299772
HYDRAULEX GLOBAL & Design	Mexico	1210494	1299771
HYDRAULEX GLOBAL & Design	Mexico	1210492	1269911
HYDRAULEX GLOBAL & Design	Mexico	1210491	1267700
HYDRAULEX GLOBAL & Design	USA	85264931	4641466
HYDRAULEX GLOBAL & Design	USA	85980300	4441543
THE RIGHT REPLACEMENT, RIGHT NOW	Canada	1622044	
THE RIGHT REPLACEMENT, RIGHT NOW	USA	85753085	4656733
THE RIGHT REPLACEMENT, RIGHT NOW	USA	85980864	4492628