

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxcess International Corporation		07/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fife Corporation		
Street Address:	222 West Memorial Road		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73114		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	73364571	ADJUSTA-GUIDE	
Serial Number:	73801632	SPREAD MASTER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(804) 771-9500		
Email:	trademarks@hf-law.com		
Correspondent Name:	Robert P. Henley, III		
Address Line 1:	P.O. Box 500		
Address Line 4:	Richmond, VIRGINIA 23218		
ATTORNEY DOCKET NUMBER:	034204.00030		
NAME OF SUBMITTER:	Robert P. Henley, III		
SIGNATURE:	/Robert P. Henley, III/		
DATE SIGNED:	07/27/2015		
Total Attachments: 4			
source=Executed_ IP Assignment Agreement (assigning Fives assets to Fife Corporation) (3)#page1.tif			
source=Executed_ IP Assignment Agreement (assigning Fives assets to Fife Corporation) (3)#page2.tif			
source=Executed_ IP Assignment Agreement (assigning Fives assets to Fife Corporation) (3)#page3.tif			

CH \$65.00 73364571

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is made and entered into as of July 15, 2015, by and between **MAXCESS INTERNATIONAL CORPORATION**, a Delaware corporation (the "Assignor"), and **FIFE 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 a Contribution Agreement, of even date herewith (the "Contribution Agreement"), pursuant to which Assignor has conveyed, transferred, assigned and delivered to Assignee the Acquired Assets, which include the Purchased Intellectual Property, as that term is defined in that certain Asset Purchase Agreement by and between Assignor and Fives North American Combustion, Inc., a Delaware corporation, dated as of November 24, 2014 (the "Purchase Agreement");

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

WHEREAS, the parties now desire to carry out the intent and purpose of the Contribution 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; 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. **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.
3. **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.

4. **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.

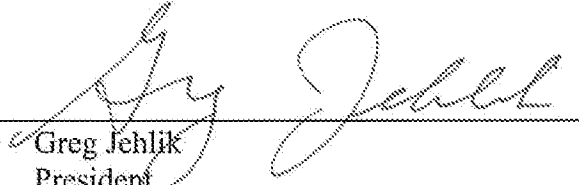
5. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement 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.

6. **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.

MAXCESS INTERNATIONAL CORPORATION,
a Delaware corporation

By: 
Name: Greg Jehlik
Its: President

FIFE CORPORATION,
a Delaware corporation

By: 
Name: Robert J. Sweet
Its: Chief Financial Officer

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

6531800-2 038980.00005