

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Concepts, Inc.		12/27/2012	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	ICI LLC		
Street Address:	106 Supply Court		
City:	Georgetown		
State/Country:	KENTUCKY		
Postal Code:	40324		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3703327	AVINU	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	248-641-1600		
Email:	troydocketing@hdp.com		
Correspondent Name:	Paul A. Keller		
Address Line 1:	P.O. Box 828		
Address Line 2:	Harness Dickey & Pierce P.L.C.		
Address Line 4:	Bloomfield Hills, MICHIGAN 48303		
ATTORNEY DOCKET NUMBER:	8883-200005		
NAME OF SUBMITTER:	Paul A. Keller		
SIGNATURE:	/pak/		
DATE SIGNED:	10/27/2015		
Total Attachments: 4			
source=1_Industrial Concepts_TO_ICI#page1.tif			
source=1_Industrial Concepts_TO_ICI#page2.tif			
source=1_Industrial Concepts_TO_ICI#page3.tif			
source=1_Industrial Concepts_TO_ICI#page4.tif			

CH \$40.00 3703327

**INTELLECTUAL PROPERTY
ASSIGNMENT AND LICENSE AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT** (this "**Agreement**") is made and entered into as of December 27, 2012 (the "**Closing Date**"), by and among Industrial Concepts, Inc., a Kentucky corporation ("**Seller**"), Timothy Taylor, an individual residing in the Commonwealth of Kentucky ("**Taylor**"), and Joseph Toadvine, an individual residing in the Commonwealth of Kentucky ("**Toadvine**" and together with Taylor, the "**Members**" and collectively with Seller, the "**Assignors**"), and ICI LLC, a Delaware limited liability company ("**Assignee**" and collectively with Assignors, the "**Parties**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Membership Interest and Asset Purchase Agreement, dated as of the Closing Date (the "**Purchase Agreement**"), by and among the Parties and AutoGuide Holdings, LLC, a Delaware limited liability company.

WHEREAS, pursuant to the Purchase Agreement, Assignee purchased, among other things, all of the right, title and interest in and to the Seller Business Intellectual Property;

WHEREAS, each of the Members, as stockholders of Seller and members of AutoGuide, will derive substantial economic benefits from the transactions contemplated by the Purchase Agreement; and

WHEREAS, as a condition to Assignee entering into the Purchase Agreement, the Assignors desire to sell, convey and assign to Assignee, all of their respective right title and interest in and to any Seller Business Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, agreements, representations and warranties contained in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignors hereby sell, assign, transfer and set over to Assignee all of their respective right, title and interest in and to all of the Seller Business Intellectual Property, including specifically, but without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the Laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement had not been made, together with any income, royalties or payments due or payable as of the date hereof or thereafter which come into the possession of Assignors, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Seller Business Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Each Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns and their respective Representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Agreement and evidence and perfect Assignee's exclusive ownership of the Seller Business Intellectual Property, including, without limitation, with respect to: (i) Assignee's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the Seller Business Intellectual Property; (ii) Assignee's prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Seller Business Intellectual Property, including, without

limitation, using its best efforts to cause its Affiliates and its and its Affiliates' respective Representatives to testify as to any facts relating to the Seller Business Intellectual Property and this Agreement; (iii) obtaining by Assignee any additional protection relating to Seller Business Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (iv) Assignee's implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

3. Each Assignor hereby constitutes and appoints Assignee as Assignee's true and lawful attorney in fact, with full power of substitution, in Assignor's name and stead, on behalf of Assignor and for the benefit of Assignee and its successors and assigns, to execute and deliver for and on behalf of each Assignor such other and further documents and instruments as may be reasonably required to effectuate this Agreement, including, without limitation, the power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as such Assignor might or could do, hereby ratifying and confirming all that either such attorney in fact, or such attorney in fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted (the power of attorney granted herein is exclusively intended for actions necessary to perfect the assignments set out herein and does not extend to any other actions). Each Assignor acknowledges and agrees that said power of attorney is coupled with an interest and is and shall be irrevocable. Each Assignor further acknowledges that Assignee, in serving in such capacity at the request of such Assignor, is not assuming any of Assignor's obligations.

4. Each Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights and similar Governmental Authorities in foreign jurisdictions worldwide to record, as applicable, Assignee as the assignee and sole lawful owner of the Seller Business Intellectual Property.

5. No provision of this Agreement shall diminish, reduce, rescind, waive or in any way negatively affect the benefit to Assignee of the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications relating thereto of the Assignors) in the Purchase Agreement or the other Transaction Documents.

6. This Agreement may be executed in any number of counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transferred signatures.

7. If any portion of this Agreement is found to be contrary to applicable Law or ineffective, the remainder of the Agreement shall survive and be interpreted, to the maximum extent possible, for the purpose of carrying out the intent of the Parties which is the full and complete transfer and assignment of all Seller Business Intellectual Property to Assignee.

8. The provisions of Section 6.6 (Further Assurances; Post-Closing Cooperation) and Article VIII (Miscellaneous) of the Purchase Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties mutatis mutandis.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Closing Date.

ASSIGNEE:

ICI LLC

By: 

Name: James W. Bradshaw

Title: President and Chief Executive Officer

ASSIGNORS:

INDUSTRIAL CONCEPTS, INC.

By: _____

Name: Timothy Taylor

Title: President

Timothy Taylor

Joseph Toadvine

[Signature Page to the Assignment and License Agreement]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Closing Date.

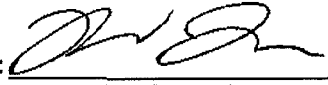
ASSIGNEE:

ICI LLC

By: _____
Name: James W. Bradshaw
Title: President and Chief Executive Officer

ASSIGNORS:

INDUSTRIAL CONCEPTS, INC.

By:  _____
Name: Timothy Taylor
Title: President

 _____
Timothy Taylor

 _____
Joseph Toadvine

[Signature Page to the Assignment and License Agreement]