

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Roehr Tool Corporation

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 27 January 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Progressive Components International Corporation

Street Address: 235 Industrial Drive

City: Wauconda

State: Illinois

Country: US Zip: 60084

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Illinois
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

1,623,308

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MINICORE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Douglas H. Pauley

Internal Address: Pauley Erickson & Kottis

Street Address: 2800 West Higgins Road
Suite 365

City: Hoffman Estates

State: Illinois Zip: 60169

Phone Number: (847) 490-1400

Docket Number: RTC-8001

Email Address: pto@ppelaw.com

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

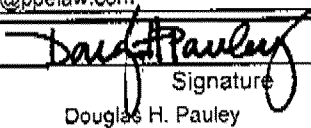
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 19-3550

Authorized User Name Pauley Erickson & Kottis

9. Signature:


Signature
Douglas H. Pauley

27 January 2016

Date

Total number of pages including cover sheet, attachments, and document: 3

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 193550 1623308

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of 27 January 2016, from Roehr Tool Corporation, 14 South Street, Hudson, Massachusetts, a Massachusetts corporation ("Assignor"), to Progressive Components International Corporation, 235 Industrial Drive, Wauconda, Illinois 60084, an Illinois corporation ("Assignee").

RECITALS

A. Assignor is owner of the Assigned Trademark, including U.S. Trademark Registration 1,623,308, registered 20 November 1990, for the trademark MINICORE.

B. Assignor and Assignee each desires, by execution of this Assignment, to confirm the assignment of all rights, title, and interest in and to the Assigned Trademark to Assignee.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademark as follows:

1. Definition of Assigned Trademark. The term "Assigned Trademark" shall mean U.S. Trademark Registration 1,623,308, including: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this Assignment as related to the Assigned Trademark rights in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof.

2. Assignment of the Assigned Trademark. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Assigned Trademark, including any and all goodwill associated with the Assigned Trademark and the right to all renewals and extensions, and including all rights of action, powers and benefits accrued thereto, including but not limited to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and to any and all causes of action, either in law or in equity, and the right to sue for, counterclaim for and recover for any and all past infringement, present infringement and future infringement of any and all rights assigned or to be assigned by this Assignment as related to the Assigned Trademark rights in the United States and/or countries foreign thereto, and the right to sue for, counterclaim for and recover for any and all past, present and future infringement thereof.

3. Further Assurances. (a) Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) Assignor represents that it has taken all necessary steps to establish, update title, and release all outstanding security interests in the Assigned Trademark, including necessary recordation of all documents, and Assignor shall assist Assignee to effectuate any documents necessary to perfect title of the Assigned Trademark in Assignee. Assignor grants Assignor's entire rights, title and interest through this Assignment of the Assigned Trademark free and clear of any and all of Assignor's security interests, liens, encumbrances, claims or interests of any kind or nature.

4. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of an original signature and shall become effective when signed by Assignor.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

ASSIGNOR:

Rochr Tool Corporation,
a Massachusetts corporation

By: 

Donald R. Starkey

Title: President