

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Capital Formation, Inc.		04/24/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Roller Bearing Company of America, Inc.		
Street Address:	102 Willenbrock Road		
Internal Address:	One Tribology Center		
City:	Oxford		
State/Country:	CONNECTICUT		
Postal Code:	06478		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0889691	KAHR	
Registration Number:	0900203	KAHR-KAPTOR	
Registration Number:	0900743	KAHR-LON	
Registration Number:	0685849	AIRTOMIC	
CORRESPONDENCE DATA			
Fax Number:	8606328269		
<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:	8606327200		
Email:	mccahee@mkgip.com		
Correspondent Name:	MKG LLC		
Address Line 1:	306 Industrial Park Rd		
Address Line 2:	Suite 206		
Address Line 4:	Middletown, CONNECTICUT 06457		
ATTORNEY DOCKET NUMBER:	1001-0392-395		
NAME OF SUBMITTER:	John H. Mutchler		
SIGNATURE:	/John H. Mutchler/		
DATE SIGNED:	04/18/2016		

CH \$115.00 0889691

Total Attachments: 5

source=Trademark_Assignment#page1.tif

source=Trademark_Assignment#page2.tif

source=Trademark_Assignment#page3.tif

source=Trademark_Assignment#page4.tif

source=Trademark_Assignment#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”), dated as of April 24, 2015, is being executed by Delaware Capital Formation, Inc., a Delaware corporation, located at 501 Silverside Road, Suite 5, Wilmington, Delaware 19809 (“Assignor”), in favor of Roller Bearing Company of America, Inc., a Delaware corporation, located at 102 Willenbrock Road, One Tribology Center, Oxford, Connecticut 06478 (“Assignee”). Reference is hereby made to that certain Equity Purchase Agreement, dated as of March 26, 2015 (the “Purchase Agreement”), by and among Dover Engineered Systems, Inc., a Delaware corporation, Dover Corporation (Canada) Limited, a corporation incorporated under the laws of the Province of British Columbia, Canada, and Roller Bearing Company of America, Inc., a Delaware corporation, pursuant to which, among other things, it is contemplated that Assignor assign to Assignee the Assigned Trademarks (as such term is defined below). Capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Trademarks set forth on Schedule A hereto (the “Assigned Trademarks”); and

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee and Assignee wishes to accept the assignment of all right, title and interest of Assignor in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby transfers, assigns, conveys and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the Assigned Trademarks, including any and all: (i) goodwill symbolized thereby; (ii) common law rights associated therewith; (iii) rights to make application in the future to register or otherwise obtain legal protection for any of the Assigned Trademarks; (iv) rights of priority under national laws and international conventions with respect to any of the Assigned Trademarks; (v) all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for infringement or dilution with respect to any of the Assigned Trademarks; (vi) rights to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives; and (vii) other rights and privileges corresponding to any of the foregoing.

2. Further Assurances. Assignor further agrees that, without further consideration, it shall (i) execute and deliver further all such instruments of conveyance, transfer and assignment as may reasonably be requested by Assignee, its successors or assigns; and (ii) take such other similar actions as Assignee may reasonably require to effectively assign, convey and transfer to Assignee the Assigned Trademarks and all rights therein.

3. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

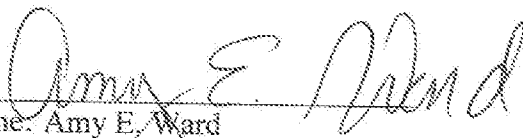
4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to principles of conflicts of law).

5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: 
Name: Amy E. Ward
Title: President, Treasurer and Assistant Secretary

By: _____
Name: Ivonne M. Cabrera
Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005772 FRAME: 0740

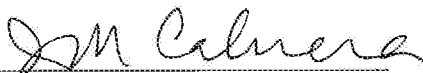
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

DELAWARE CAPITAL FORMATION, INC.

By: _____

Name: Amy E. Ward

Title: President, Treasurer and Assistant Secretary

By:  _____

Name: Ivonne M. Cabrera

Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005772 FRAME: 0741

Schedule A

Assigned Trademarks

<u>Owner</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
Delaware Capital Formation, Inc.	United States	889691	21-Apr-70	72-306153	28-Aug-68	KAHR
Delaware Capital Formation, Inc.	United States	900203	06-Oct-70	72-351478	16-Feb-70	KAHR-KAPTOR
Delaware Capital Formation, Inc.	United States	900743	13-Oct-70	72-351479	16-Feb-70	KAHR-LON
Delaware Capital Formation, Inc.	United States	685849	9/29/1959	72-052287	5/26/1958	AIRTOMIC