

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382461

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AIR-DRIVE, INC.		04/29/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REVCOR, INC.		
<b>Street Address:</b>	251 EDWARDS AVE.		
<b>City:</b>	CARPENTERSVILLE		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60110		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1374692	AIR DRIVE	
<b>Registration Number:</b>	4119995	AIR DRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127826690		
<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>			
<b>Phone:</b>	3124560375		
<b>Email:</b>	NKONDZIOLKA@RSPLAW.COM		
<b>Correspondent Name:</b>	ALAN J. WOLF, ESQ.		
<b>Address Line 1:</b>	180 N. LA SALLE ST. SUITE 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	JAMES GILFORD		
<b>SIGNATURE:</b>	/JAMES GILFORD/		
<b>DATE SIGNED:</b>	04/29/2016		
<b>Total Attachments: 4</b>			
source=AIR DRIVE REVCOR#page1.tif			
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## TRADEMARK ASSIGNMENT

This TRADEMARK PROPERTY ASSIGNMENT ("Assignment"), dated effective as of April 29, 2016, is entered into by and between AIR-DRIVE, INC., an Illinois corporation ("Assignor") and REVCOR, INC., an Illinois corporation ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated effective as of February 26, 2016 among Assignor and Assignee, and the other parties signatory thereto, as amended by that First Amendment to Asset Purchase Agreement dated April 22, 2016 (collectively "Asset Purchase Agreement").

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to irrevocably assign to Assignee the Trademark, Registration No. 1,374,692 registered on December 10, 1985 ("Air-Drive Mark") and the Trademark, Serial No. 4,119,995 registered on January 8, 2010 ("Second Air-Drive Mark");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to irrevocably assign all rights to the marks and/or names "Air-Drive" and all rights related thereto, including to derivative names, whether registered or not (Air-Drive Mark, Second Air-Drive Mark, the name/mark "Air-Drive" are hereinafter collectively referred to as "Trademarks", whether or not registered.)

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

### INTELLECTUAL PROPERTY

Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing registrations, to renewals and extensions, all rights to utilize the Trademarks in commerce, all rights to register or renew any or all of the Trademarks in any and every state, with the federal government and internationally, to reproduce, license, transfer ownership and to maintain and prosecute causes of action for trademark infringement, royalties and proceeds heretofore accrued. All rights in the Trademarks granted to an owner under the trademark laws of the United States, foreign countries and international trademark conventions and the right to grant these rights or any part of them to third parties are hereby assigned by Assignor to Assignee.

Assignor authorizes and requests the Illinois Secretary of State, the United States Patent and Trademark Office and any other similar government authority to record Assignee as the assignee and/or owner of all of the Trademarks, or any one of them, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under

TRADEMARK ASSIGNMENT

the same, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representative.

#### GENERAL

1. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

2. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

3. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Illinois, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

4. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or e-mail transmission of a signed version of this Agreement shall be legally binding.

6. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

**[Remainder of page intentionally left blank. Signature page to follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNOR:

ASSIGNEE:

AIR-DRIVE, INC., an Illinois corporation

REVCOR, INC., an Illinois corporation

By: James H. Shepard  
Name: JAMES H. SHEPARD  
Title: PRESIDENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK ASSIGNMENT

TRADEMARK  
REEL: 005781 FRAME: 0159

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.


ASSIGNOR:

ASSIGNEE:

AIR-DRIVE, INC., an Illinois corporation

REVCOR, INC., an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Matthew J. Cozzitelli  
Title: Chief Executive Officer

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*Signature Page to Trademark Assignment*