

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM382602

<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>
Progressive Components International Corporation		01/29/2016	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Roehr Tool Corporation		
<b>Street Address:</b>	52 New Templeton Road		
<b>City:</b>	Hubbardston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01452		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3929131	C-CORE	
<b>Registration Number:</b>	3897760	EX-CAV	
<b>Registration Number:</b>	1623308	MINICORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8474901403		
<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>	8474901400		
<b>Email:</b>	pto@pauleyip.com		
<b>Correspondent Name:</b>	Douglas H. Pauley		
<b>Address Line 1:</b>	2800 W Higgins Rd		
<b>Address Line 2:</b>	Suite 365		
<b>Address Line 4:</b>	Hoffman Estates, ILLINOIS 60169		
<b>ATTORNEY DOCKET NUMBER:</b>	PC-9026		
<b>NAME OF SUBMITTER:</b>	Douglas H. Pauley		
<b>SIGNATURE:</b>	/douglas h pauley/		
<b>DATE SIGNED:</b>	05/02/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of January 29, 2016, from Progressive Components International Corporation, 235 Industrial Drive, Wauconda, Illinois 60084, an Illinois corporation ("Assignor"), to C-Core Enterprises, Inc., 52 New Templeton Road, Hubbardston, Massachusetts 01452, a Massachusetts corporation ("Assignee").

### RECITALS

WHEREAS, pursuant to an Asset Purchase Agreement dated January 29, 2016, by and among Assignee, Assignor and Roehr Tool Corporation, a Massachusetts corporation, Assignor has agreed, subject to the terms and conditions of the Asset Purchase Agreement, to sell, assign, transfer, convey and deliver to Assignee all of Assignor's interest in certain trademarks, together with the goodwill of the business symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Trademark Assignment. Effective as of the date hereof Assignor hereby assigns and sets over unto Assignee the following:

- (a) Assignor's entire right, title and interest in and to the trademarks held in the United States and in any foreign countries, whether or not such trademarks have been registered prior to, on, or after the date of this Assignment, which trademarks are set forth on Schedule A attached hereto (the "Trademarks"), and any and all renewals and extensions thereof, together with the goodwill of the business carried on in connection with such Trademarks and together with any rights held by Assignor to use any Internet domain name which includes any Trademark; and
- (b) Assignor's entire right, title, and interest in and to all claims, demands, and rights of action, 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, both statutory and based upon common law, 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.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge, and deliver, at Assignee's expense, all acts, agreements, instruments, notices, and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Assignor and Assignee, or their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF) AND, TO THE EXTENT APPLICABLE, THOSE UNITED STATES LAWS, OR THE NATIONAL LAWS OF ANOTHER COUNTRY IN WHICH ANY OF THE TRADEMARKS IS USED, WHETHER OR NOT REGISTERED OR APPLIED FOR, AND THE APPROPRIATE RULES AND REGULATIONS GOVERNING TRADEMARKS IN THE RESPECTIVE COUNTRIES.

7. Definitions. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Asset Purchase Agreement.

8. Successors and Assigns. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall not be construed to confer any right or benefit upon any Person, other than the Assignor, the Assignee and their respective successors and assigns.

9. Survival. All representations, warranties, covenants, indemnifications, and obligations set forth in the Asset Purchase Agreement shall survive the execution and delivery of this Assignment and shall remain in full force and effect in accordance with their respective terms to the extent provided in the Asset Purchase Agreement.

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

Assignor:

Progressive Components  
International Corporation

By: 

Donald R. Starkey  
Vice President

**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Trademark Registration No.</b>	<b>Registration Date</b>
C-CORE	U.S. Registration No. 3,929,131	08 March 2011
C-CORE	International Registration No. 1020901	01 October 2009
C-CORE	European Union Designation No. 1020901	01 October 2009
C-CORE	China Designation No. 1020901	01 October 2009
EX-CAV	U.S. Registration No. 3,897,760	28 December 2010
MINICORE	U.S. Registration No. 1,623,308	20 November 1990