

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory assignment of the entire interest and the goodwill as previously transferred in an asset purchase agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEI Sensors & Systems Company, LLC		11/25/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BEI North America LLC		
Street Address:	1461 Lawrence Drive		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91320		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86511401	BEI KIMCO	
CORRESPONDENCE DATA			
Fax Number:	3124635001		
<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:	312-463-5000		
Email:	bwptotm@bannerwitcoff.com		
Correspondent Name:	Maurine L. Knutsson		
Address Line 1:	Banner & Witcoff, Ltd.		
Address Line 2:	10 South Wacker Drive, Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	018525.00127		
NAME OF SUBMITTER:	Maurine L. Knutsson		
SIGNATURE:	/maurineknutsson/		
DATE SIGNED:	07/12/2016		
Total Attachments: 3			
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of November 25, 2015 (the "Effective Date") by and between BEI Sensors & Systems Company, LLC, a Delaware limited liability company ("Assignor"), and BEI North America LLC, a Delaware limited liability company ("Assignee").

WHEREAS, affiliates of Assignor and Assignee are parties to a Stock and Asset Purchase Agreement, dated as of July 30, 2015, as amended by Amendment No. 1 to the Stock and Asset Purchase Agreement, dated as of November 30, 2015, and effective as of November 22, 2015 (as further amended from time to time, the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, a Pre-Closing Restructuring and Stock Purchase Agreement was entered into by affiliates of Assignor and Assignee, dated as of November 23, 2015, whereby Assignor contributed certain assets and liabilities related to various of its business units and division to Assignee (the "Pre-Closing Agreement"); and

WHEREAS, pursuant to the Pre-Closing Agreement, the parties confirm that Assignor assigns to Assignee, and Assignee acquires from Assignor, the entire right, title and interest in and to all Trademarks (as defined in the Purchase Agreement) set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby confirm and agree as follows:

Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee its entire worldwide right, title and interest (including, without limitation, all rights therein provided by international conventions and treaties) in and to: (i) the registered trademarks and trademark applications listed on Schedule A hereto, including all common law rights to the trademarks and the goodwill of the business relating to the trademarks (the "Trademarks"); and (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements or misappropriations or other unauthorized use thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any of the foregoing, all of the foregoing rights of (i) through (ii) for Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental authority or registrar (including in any applicable foreign country), to record Assignee as assignee and owner of the Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BEI SENSORS & SYSTEMS COMPANY, LLC

By: [Signature]

Name: Tae RHEG

Title: Vice President

State of CALIFORNIA Country of UNITED STATES

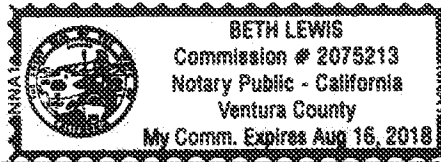
In Witness Thereof, Assignor has executed this Assignment by an officer thereof, duly authorized, this 14th day of April, 2016.

SEAL

Beth Lewis

Notary Public

My commission expires: August 16, 2018



BEI NORTH AMERICA, LLC

By: [Signature]

Name: Tae RHEG

Title: Vice President

State of CALIFORNIA Country of UNITED STATES

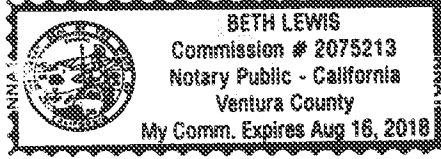
In Witness Thereof, Assignor has executed this Assignment by an officer thereof, duly authorized, this 14th day of April, 2016.

SEAL

Beth Lewis

Notary Public

My commission expires: August 16, 2018



SCHEDULE A

Mark	Country	Application Date	Application Number	Registration Date	Registration Number
BEI	Canada	June 14, 1983	505175	April 19, 1984	TMA290044
BEI	Canada	August 4, 1998	886318	October 24, 2000	TMA535578
BEI	Germany	June 27, 1998	398358621	December 22, 1998	39835862
BEI	Great Britain	May 19, 1998	2166987	February 2, 2001	2166987
BEI	Great Britain	September 2, 1983	1202771	October 21, 1987	1202771
BEI	Italy	May 14, 1998	20082949	March 8, 2001	839343
BEI KIMCO	Brazil	June 16, 2015	909535540		
BEI KIMCO	Canada	June 19, 2015	1733689		
BEI KIMCO	China P.R.	July 22, 2015	17483373		
BEI KIMCO	Community Trademark	June 24, 2015	14290225	October 26, 2015	14290225
BEI KIMCO	India	June 19, 2015	2990346		
BEI KIMCO	Israel	June 11, 2015	275379		
BEI KIMCO	Japan	July 14, 2015	2015-066643	October 9, 2015	5798768
BEI KIMCO	Malaysia	June 19, 2015	2015006510		
BEI KIMCO	Mexico	June 11, 2015	1621100		
BEI KIMCO	Russia	June 4, 2015	2015716838		
BEI KIMCO	Singapore	June 19, 2015	402015105665		
BEI KIMCO	South Korea	July 22, 2015	40-2015-0054542		
BEI KIMCO	Switzerland	June 11, 2015	56945/2015	September 10, 2015	677667
BEI KIMCO	Taiwan	June 25, 2015	104036352	February 16, 2016	01754704
BEI KIMCO	Turkey	July 21, 2015	2015/60714		
BEI KIMCO	United States	January 22, 2015	86/511401		
BEI SENSORS & SYSTEMS COMPANY	Canada	August 4, 1998	88632000	October 24, 2000	TMA535576
BEI TECHNOLOGIES	Canada	August 4, 1998	88631900	October 24, 2000	TMA535577
SWIFTCOMM	United States	April 13, 2012	85/596986	January 8, 2013	4271163
SWIFTCOMM and Design	United States	April 13, 2012	85/597042	January 8, 2013	4271164