

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395163

<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>
Inno-Flex Corporation		07/19/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INOF Asset Acquisition, LLC		
<b>Street Address:</b>	500 Highway 96 West		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55126		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2890876	INNO-FLEX CORPORATION	
<b>Registration Number:</b>	2924540	CONTROL INTERFACE SOLUTION	
<b>Registration Number:</b>	3169083	INNO-FLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927628		
<b>Email:</b>	lrand@fredlaw.com		
<b>Correspondent Name:</b>	Leigh Rand		
<b>Address Line 1:</b>	200 S. 6th Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Leigh Rand		
<b>SIGNATURE:</b>	/Leigh Rand/		
<b>DATE SIGNED:</b>	08/16/2016		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is made as of July 19, 2016, by and between INOF Asset Acquisition, LLC, a Delaware limited liability company (the “Purchaser”) and Inno-Flex Corporation, a Minnesota corporation (the “Seller”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, by and among the Purchaser, the Seller, Beryl Corporation, a Minnesota corporation (the “Shareholder”), and the parties identified on Schedule 1 attached thereto, of even date herewith (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to convey to the Purchaser all of the Seller’s right, title, and interest in and to all of the Seller’s Intellectual Property (the “Transferred Intellectual Property”), including those listed on Exhibit A attached hereto;

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

1. The Seller does hereby absolutely, irrevocably and unconditionally sell, assign, convey, transfer and deliver to the Purchaser, its successors and assigns, all of the Seller’s right, title and interest in and to the Transferred Intellectual Property. This is a transfer and conveyance by the Seller to the Purchaser of good and valid title to the Transferred Intellectual Property, free and clear of all Liens.
2. The Purchaser does hereby accept the assignment set forth above.
3. This IP Assignment Agreement shall inure to the benefit of and be binding upon the Seller and the Purchaser and their respective successors and assigns.
4. All issues and questions concerning the construction, validity, enforcement and interpretation of this IP Assignment Agreement will be governed by the governing law, exclusive venue, jury trial waiver, and other provisions set forth in Section 9.3 of the Purchase Agreement, all of which are hereby incorporated herein by reference.
5. Nothing in this IP Assignment Agreement, express or implied, is intended or shall be construed to supersede, modify, replace, amend, change, rescind, waive, exceed, enlarge or in any way affect the rights, obligations, claims or remedies of the parties, including the warranties, covenants, agreements, conditions, or representations set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling. This IP Assignment Agreement is only intended to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.
6. This IP Assignment Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this IP Assignment Agreement with signatures transmitted by facsimile or electronically (*e.g.*, pdf) shall be deemed to be original signed versions of this IP Assignment Agreement.

[Signature Page Follows]

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**TRADEMARK**  
**REEL: 005856 FRAME: 0538**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

INNO-FLEX CORPORATION

By:   
Name: John Pesonen  
Title: President and CEO

INOF ASSET ACQUISITION, LLC

By: \_\_\_\_\_  
Name: Loren Unterseher  
Title: President, CFO and Secretary

*[Signature page to IP Assignment]*

**TRADEMARK**  
**REEL: 005856 FRAME: 0539**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

INNO-FLEX CORPORATION

By: \_\_\_\_\_  
Name: John Pesonen  
Title: President and CEO

INOF ASSET ACQUISITION, LLC

By:  \_\_\_\_\_  
Name: Loren Unterscher  
Title: President, CFO and Secretary

*[Signature page to IP Assignment]*

**TRADEMARK**  
**REEL: 005856 FRAME: 0540**

**EXHIBIT A**  
**Intellectual Property**

The following trademarks:

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Jurisdiction</u>
Inno-Flex Corporation	76506272	2890876	United States
Inno-Flex	76506656	3169083	United States
Control Interface Solution	78238051	2924540	United States