

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heyco Products, Inc.		09/30/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Fittings Acquisition Merger Co.		
Street Address:	5190 Old Easton Road		
City:	Danboro		
State/Country:	PENNSYLVANIA		
Postal Code:	18916		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3107187	AXCELL	
Registration Number:	4792888	HEYCLIP	
Registration Number:	0782750	HEYCO	
Registration Number:	2690313	HEYCO	
Registration Number:	4685904	LUGRUNNERS	
Registration Number:	4215381	MAXRUNNER	
Registration Number:	3911972	SOLAR MASTHEAD	
Registration Number:	4050896	SUNBUNDLER	
Registration Number:	4685902	SUNCLAMP	
Registration Number:	4685901	SUNJUMPERS	
Registration Number:	4050895	SUNRUNNER	
Registration Number:	4737576	SUNSCREEN	
Registration Number:	4215271	SUNSCREENER	
Registration Number:	4685903	SUNSTARS	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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:	610.640.5800		

CH \$365.00 3107187

Email: vjones@stradley.com
Correspondent Name: STRADLEY RONON STEVENS & YOUNG, LLP
Address Line 1: 30 Valley Stream Parkway
Address Line 4: Malvern, PENNSYLVANIA 19355-1481

NAME OF SUBMITTER: Philip J. Foret, Reg. No. 51689

SIGNATURE: /Philip J. Foret/

DATE SIGNED: 10/12/2016

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into as of the 30th of September, 2016, by and between Heyco Products, Inc., a New Jersey corporation, ("Assignor"), and Fittings Acquisition Merger Co., a Delaware corporation ("Assignee"). Assignor and Assignee may be referred to collectively hereinafter as the "Parties."

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to the registered and common law trademarks, trademark registrations, and domain name registrations (collectively, the "Trademarks") identified and set forth on Schedule A:

WHEREAS, Assignee, Assignor and Heyco, Inc., a New Jersey corporation, have entered into an Asset Purchase Agreement dated July 20, 2016 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee, and Assignee has agreed to acquire, all of Assignor's right, title, and interest in and to the Trademarks; and

AND NOW THEREFORE, in consideration of the promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor, as set forth on Schedule A, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the date of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes the relevant trademark office or governmental agency to record the Assignment of the Trademarks and all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark included in the Trademarks.

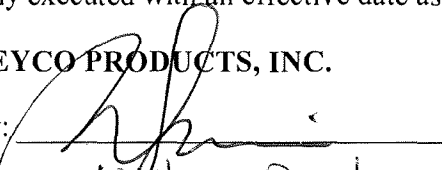
Assignor covenants and agrees that it will, upon the reasonable request of Assignee and at Assignee's expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Trademarks hereunder. Assignor also represents, warrants, and covenants that: (i) it has the legal authority to enter into this Assignment; (ii) the execution of this Assignment will not violate any agreement to which Assignor is a party; and (iii) the

execution of this Assignment will not breach any fiduciary obligation owed by Assignor to any third party.

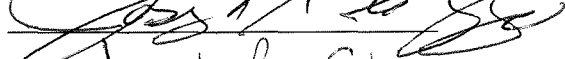
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Signatures to this Assignment transmitted by means of email or facsimile shall be deemed to constitute originals.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed with an effective date as first above written.

HEYCO PRODUCTS, INC.

By: 
Name: William D. Jemison
Title: President

FITTINGS ACQUISITION MERGER CO.

By: 
Name: Joseph R. Coluzzi
Title: COO

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

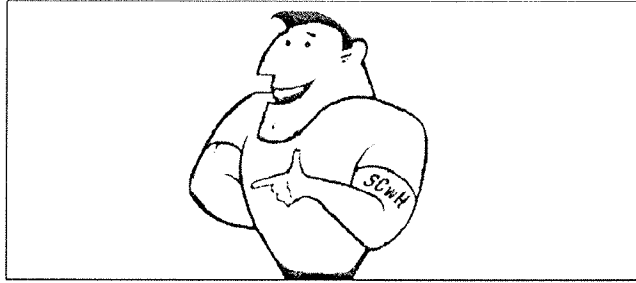
Country:	Mark:	Reg. No.	Reg. Date:
United States	AXCELL	3107187	June 20, 2006
United States	HEYCLIP	4792888	August 8, 2015
United States	HEYCO	782750	January 5, 1965
United States	HEYCO and Design	2690313	February 25, 2003
United States	LUGRUNNERS	4685904	February 10, 2015
United States	MAXRUNNER	4215381	September 25, 2012
United States	SOLAR MASTHEAD	3911972	January 25, 2011
United States	SUNBUNDLER	4050896	November 1, 2011
United States	SUNCLAMP	4685902	February 10, 2015
United States	SUNJUMPERS	4685901	February 10, 2015
United States	SUNRUNNER	4050895	November 1, 2011
United States	SUNSCREEN	4737576	May 19, 2015
United States	SUNSCREENER	4215271	September 12, 2012
United States	SUNSTARS	4685903	February 10, 2015
Canada	AXCELL	672037	September 6, 2006
Canada	GATOR FLEX	622480	October 14, 2004
Canada	KAF-FLEX	617423	August 24, 2004
China	HEYCO	3457205	July 14, 2004
China	HEYCO	3457204	September 14, 2006
China	HEYCO and Design (Black Logo)	3467702	September 14, 2006
China	HEYCO (Black Background Logo)	3467703	July 21, 2004
China	HEYCO (Chinese Characters)	3467701	July 21, 2004
China	HEYCO (Chinese Characters)	3467700	July 21, 2004
China	HEYCO (White Background Logo)	3467706	September 14, 2006
Europe	HEYCO	000965756	July 26, 2002
Europe	HEYCO and Design	002698371	September 10, 2003
Europe	MAXRUNNER	010597714	June 25, 2012
Europe	NYWARE	013285574	February 12, 2015
Europe	SOLAR MASTHEAD	008839888	August 2, 2010
Europe	SUNBUNDLER	009977935	October 21, 2011
Europe	SUNRUNNER	009977943	October 29, 2011
Europe	SUNSCREENER	010618031	September 11, 2012
Japan	HEYCO	1520284	December 24, 2003
Mexico	GATOR FLEX	892203	N/a
South Korea	HEYCO	115529	August 16, 1985
South Korea	HEYCO (Block Letters/Korean Letters)	115530	August 16, 1985

COMMON LAW MARKS (United States)

Mark:
ARROW CLIPS
AUTOLOCK
BELL-MOUTH
BGB FULL THICKNESS BLADE
BGMT FULL THICKNESS BLADE
BREAK-THRU
BREAK-THRU PLUGS
DOME PLUG
DON'T GET SKU'D
DOUBLE D
ERGONOMIC PLUG
EXTRA DOME
FEETS OF STRENGTH
FEMALE BRIDGE
FOOTLOCK
GLOSSY PLUG
GROMMET CHANNEL
GROMMET ROLLS
GROMMET STRIPS
GUILLOTINE
HEADLOCK
HEYBRID
HEYCLEAN
HEYCAP
HEYCO-FLEX
HEYCO-MOLDED
HEYCO-TITE
HEYCO LABKIT
HEYCO SOLAR WARRANTY
HEYCONNECT
HEYCONVENIENT
HEYLOCK
HEYWARE
HOLSTER CLIPS
IN-LINE
INTEGRAL SEALING RING
INTERNAL RADII
KAYAK CLIPS
LABKIT
LOCKIT
LOCKIT CABLE CLAMPS
LOCKIT HOSE CLAMPS
LOCKIT LOOP
LUGRUNNER
MALE BRIDGE

2977161 v. 1

MALE PADDED BRIDGE
MINI APPLICATOR
MULTI-HOLE
MULTI-LOCKIT
NYTYE
PIGTAIL
PLUG-IN DEVICE CONTACT
PRE-ASSEMBLY
PRY-OUT PLUG
QUICK CONNECT
QUICK TWIST
RDD LOCKIT
RIGHT ANGLE
SERIES-35
SHORTY
SHORTY BUSHINGS
SHORTY PLUG
SKINNED-OVER GLAND
SMOOTHBORE
SNAP BUSHING
SNAP-IN
SNAP-IN-2
SNUB BUSHING
SPLIT GLAND
ST LOCKIT
STRAIGHT-THRU
STRAIN RELIEF
SUNJUMPER
SUNPRODUCTS
SUNRUNNER EZ
SUNSCREENKIT
SUNSTAR
SUNWRAP
TEMPLUG
THE STRAIN RELIEVER
THICK PANEL
THIN PANEL
TRI-TAP
TURN-2-LOCK
UNIVERSAL
UNIVERSAL APPLICATOR
WAVE LOCK
WINDOW PLUG
WINDOW "VIEW PORT" PLUG
"FIRST IN WIRE PROTECTION
"STAY CONNECTED WITH HEYCO"
"STAY CONNECTED WITH" HEYWARE



DOMAIN NAME REGISTRATIONS

Name	Reg. Date	Expiration	Registrar
heycohome.com	09/17/2012	09/17/2017	Network Solutions, LLC
heycosolar.biz	04/22/2014	04/21/2017	Network Solutions, LLC
heycosolar.com	04/22/2014	04/22/2017	Network Solutions, LLC
heycosolar.net	04/22/2014	04/22/2017	Network Solutions, LLC
heyco.cn.com	01/27/2015	01/27/2017	Network Solutions, LLC
heyco.net	09/25/2002	09/25/2016	Network Solutions, LLC
heyco.us	09/25/2002	09/24/2016	Network Solutions, LLC
heyco.com	01/25/1996	01/26/2019	Network Solutions, LLC
axcellproducts.com	06/26/2002	06/26/2021	Network Solutions, LLC