

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARK-CUTLER-McDERMOTT CO.		05/20/2016	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	AirLoc Schrepfer AG		
Street Address:	Industriestrasse 2		
City:	Oetwil am See		
State/Country:	SWITZERLAND		
Postal Code:	CH-8618		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1599226	JACMOUNT	
Registration Number:	1599227	WEDGMOUNT	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Ave		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	C0602.40000US00		
DOMESTIC REPRESENTATIVE			
Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Douglas R. Wolf		

OP \$65.00 1599226

SIGNATURE:	/drw/
DATE SIGNED:	12/21/2016
Total Attachments: 8 source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page1.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page2.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page3.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page4.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page5.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page6.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page7.tif source=C0602.40000US00 - Assignment - Clark-Cutler-McDermott Co to AirLoc Schrepfer AG#page8.tif	

AGREEMENT

The present Agreement (hereafter "Agreement") is an assignment and license/license back entered into by and between

CLARK-CUTLER-McDERMOTT CO. and its subsidiary, AirLoc LLC
P.O. Box 269
Franklin
MASSACHUSETTS 02038
UNITED STATES

(hereafter "CCM"), on one side

and

AirLoc Schrepfer AG [LTD and SA]
Industriestrasse 2
CH-8618 Oetwil am See
SWITZERLAND

(hereafter "ASA"), on the other side

hereafter, also globally named "the Parties", whereas,

PREAMBLE:

1. CCM is the inventor and manufacturer of vibration damping plates [*also known as anti-vibration pads*] under the name AirLoc (originally AIR-LOC).

CCM is (*inter alia*) owner in different countries of trademarks:

- AIR-LOC
- AirLoc
- *AirLoc*

It also owns a trademark covering the shape of the vibration damping plates and other trademarks. The particulars of all these marks ("Trademarks A") are enclosed in **Appendix I**.

6. The Parties desire to continue their partnership and herewith desire to redefine the form, terms and conditions of their collaboration regarding the ownership and the use of Trademarks A and Trademarks B by consolidating ownership of Trademarks A and Trademarks B with ASA with a license to CCM in the territories as provided herein.

NOW, therefore, the parties hereby agree on the following terms and conditions:

ARTICLE I: Assignment

CCM, as owner of Trademarks A as per the particulars enclosed in ***Appendix I***, hereby assigns to ASA all its rights, title and interest in and to Trademarks A, registrations and the common law rights therefor, and the goodwill symbolized by the marks and the registrations therefor and including all rights to sue and recover for future infringement of the marks and registrations therefor.

2. TRANSFERS OF RIGHTS IN THE AGREEMENT

The Parties may not transfer their rights and obligations in the present Agreement, neither to a third party nor to a successor in rights, without the consent of the other Party which will not be unreasonable withheld.

ARTICLE VI: Miscellaneous

1. CONFIDENTIALITY AND NONDISCLOSURE

All data and all information which concerns the business operations of any of the Parties disclosed in the course of the activities of the Agreement, which data or information, at the time of its communication to the other Party, was not rightfully in the other Party's possession or in the public domain ("Confidential Matter"), shall be treated as confidential and shall not be disclosed by the recipient to any non-authorized third party and/or successor in rights.

2. SUCCESSORS and ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective authorized successors and assigns.

3. AMENDMENTS

Modification of any provision of this Agreement may only be made in writing and signed by duly authorised representatives of both Parties.

4. INTERPRETATION

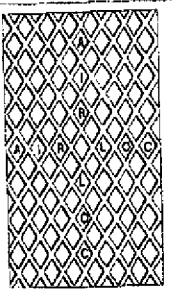

The headings to the various subdivisions of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

5. ATTORNEYS FEES

If a lawsuit or arbitration proceedings is brought by any of both Parties to the present Agreement against the other, both Parties agree to each bear their own costs, including all attorney fees or other expert witness fees related thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

APPENDIX I: Trademarks A

Trademark	Country	Classes	Owner	Reg-No	Application No	Application Date	Reg. Date	Next Renewal
AIR-LOC	Brazil	7	CCM	822769867	822769867	31.05.2000	01.08.2006	01.08.2016
	China	17	CCM	1538862	9900106097	06.09.1999	14.03.2001	14.03.2021
	Canada	?	CCM	TMA106500	231565	11.07.1955	26.04.2002	26.04.2017
	New-Zealand	7	CCM	B149851	149851	16.11.1983	16.11.1983	16.11.2024
	Spain	7	CCM	517674	517674	17.03.1989	21.04.1989	17.03.2019
	Taiwan	17	CCM	80617	80617	01.02.1976	01.02.1976	01.02.2026
	UK	7	CCM	B864074	-	12.05.1964	12.05.1985	12.05.2019
JACMOUNT	USA	7	CCM	1599226	73/802412	24.05.1989	05.06.1990	05.06.2020
	EU	7, 19, 27	CCM	4906137	4906137	16.02.2006	20.02.2007	16.02.2026
WEDGMOUNT	USA	7	CCM	1599227	73/802413	24.05.1989	05.06.1990	05.06.2020
	EU	7, 19, 27	CCM	49006111	49006111	16.02.2006	21.02.2007	16.02.2026
	United Kingdom	7	CCM	B876902	-	-	21.09.1985	21.09.2019
AIRLOC (BLOCK)	EU	7, 17, 19	CCM	3413201	3413201	24.10.2003	27.05.2005	24.10.2023
	Israel	17	CCM	125787	125787	16.02.1999	07.11.2000	16.02.2020
	Norway	7, 17, 19	CCM	277172	201209447	12.09.2012	12.09.2012	12.09.2022
	Mexico	17	CCM	0557077		18.07.2002	13.08.2002	18.07.2022
	KOR	7	CCM	231770	17457/90	14.06.1990	22.01.1992	22.01.2022

APPENDIX II: Trademarks B

Register	Trademark	Class N°	Registration Date	Registration No.	Due Date	Owner
Switzerland	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	P-457888	14.08.2018	ASA
Austria	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Benelux	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Denmark	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Finland	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
France	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Germany	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Italy	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Norway	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Portugal	<i>AirLoc Schrepfer</i>	7, 17, 27, 42	15.01.1999	707939	15.01.2019	ASA
Spain	<i>AirLoc Schrepfer</i>	17, 27, 42	15.01.1999	707939	15.01.2019	ASA
United Kingdom	<i>AirLoc Schrepfer</i>	42	15.01.1999	707939	15.01.2019	ASA
European Union	KaBloc	7	15.05.2001	001531300	28.02.2020	ASA
Japan	KaBloc	7	15.08.2003	4699877	15.08.2023	ASA
Switzerland	KaBloc	7	04.07.2000	P-473886	04.01.2020	ASA
USA	KaBloc	7	25.12.2001	2521845	25.12.2021	ASA
Switzerland	<i>® Tri Loc</i>	17	25.11.1980	2P-307139	24.7.2020	ASA
Austria	<i>® Tri Loc</i>	17	25.11.1980	457592	25.11.2020	ASA
Benelux	<i>® Tri Loc</i>	17	25.11.1980	457592	25.11.2020	ASA
France	<i>® Tri Loc</i>	17	25.11.1980	457592	25.11.2020	ASA
Germany	<i>® Tri Loc</i>	17	25.11.1980	457592	25.11.2020	ASA
Italy	<i>® Tri Loc</i>	17	25.11.1980	457592	25.11.2020	ASA

Liechtenstein	<i>Tri Loc</i>	17	25.11.1980	457592	25.11.2020	ASA
Switzerland	TRAP - SOUND	17	20.10.1993	P-406296	09.03.2023	ASA
Canada	<i>Kombi Roc</i>		01.12.2003	TMA596066	01.12.2018	ASA
Switzerland	<i>Kombi Roc</i>	17	12.03.2007	556303	30.01.2017	ASA
European Union	<i>Kombi Roc</i>	17	31.05.1976	422828	31.05.2026	ASA
Japan	<i>Biloc</i>	6, 19	30.01.1990	2204682	30.01.2020	ASA
Switzerland	<i>Biloc</i>	7, 17	17.02.1987	P-351541	13.10.2016	ASA
United Kingdom	<i>Biloc</i>	17	13.10.1986	1307150	13.10.2017	ASA
USA	<i>Biloc</i>	17	13.09.1988	1503910	13.09.2018	ASA
Austria	<i>Biloc</i>	7, 17	08.04.1987	511.773	08.04.2017	ASA
Benelux	<i>Biloc</i>	7, 17	08.04.1987	511.773	08.04.2017	ASA
France	<i>Biloc</i>	7, 17	08.04.1987	511.773	08.04.2017	ASA
Germany	<i>Biloc</i>	17	08.04.1987	511.773	08.04.2017	ASA
Italy	<i>Biloc</i>	7, 17	08.04.1987	511.773	08.04.2017	ASA
Spain	<i>Biloc</i>	7, 17	08.04.1987	511.773	08.04.2017	ASA
Switzerland	<i>Airloc</i>	27	24.1.1996	P-420771	18.10.2025	ASA
Austria	<i>Airloc</i>	27	24.01.1996	652045	24.01.2016	ASA
Czech Republic	<i>Airloc</i>	27	24.01.1996	652045	24.01.2016	ASA
Portugal	<i>Airloc</i>	27	24.01.1996	652045	24.01.2016	ASA

APPENDIX III: Trademarks C

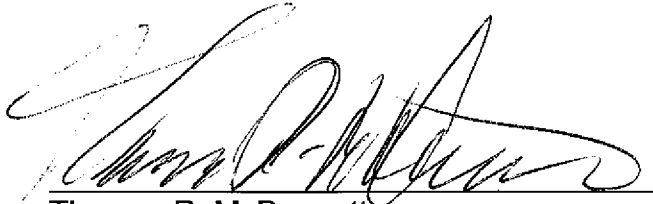
Register	Trademark	Figurative Element	Class N°	Registration No.	Due Date
Switzerland	AirLoc	<i>AirLoc</i>	7, 17, 27, 42	P-420771	18.10.2025
European Union	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
United Kingdom	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
USA	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
Mexico	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
China	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
Israel	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
Japan	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
South Korea	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
Canada	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
Russian Federation	AirLoc	<i>AirLoc</i>	7, 17, 27, 42		
USA	JACMOUNT		7	4906137	05.06.2020
USA	WEDGMOUNT		7	1599227	05.06.2020

CLARK-CUTLER-McDERMOTT CO. and its subsidiary, AirLoc LLC

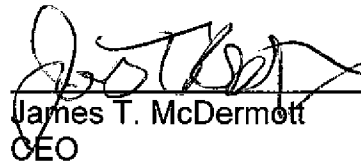
Franklin, MA

Date: 20th May 2016

By (name and signature)



Thomas R. McDermott
President


James T. McDermott
CEO

AirLoc Schrepfer AG

CH-8618 Oetwil am See

Date: 14th May 2016

By (name and signature)



Ulrich Laager
Chairman of the Board



Robert Kucher
CEO