

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bourn & Koch, Inc.		12/22/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Roto Tech, Inc.		
Street Address:	351 Fame Road		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45449		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1190446	ROTO-GRIND	
CORRESPONDENCE DATA			
Fax Number:	8156545770		
<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:	8156335300		
Email:	rockmail@reinhardtllaw.com		
Correspondent Name:	Reinhart Boerner Van Deuren P.C.		
Address Line 1:	2215 Perrygreen Way		
Address Line 4:	Rockford, ILLINOIS 61107		
NAME OF SUBMITTER:	Andrew J. Heinisch/		
SIGNATURE:	/Andrew J. Heinisch/		
DATE SIGNED:	01/26/2017		
Total Attachments: 4			
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source=Assignment#page4.tif			

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EXHIBIT B

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of December 22, 2016 (the "Effective Date"), by and between Bourn & Koch, Inc., an Illinois corporation, with its principal place of business at 2500 Kishwaukee Street, Rockford, IL 61104 (the "Assignor"), and Roto Tech, Inc., an Ohio corporation, with its principal place of business at 351 Fame Road, Dayton, OH 45449 (the "Assignee").

RECITALS

A. Assignor has adopted, used, is using, and is the owner of the Assigned Trademark (as defined below).

B. Pursuant to the Termination Agreement between Assignor and Assignee dated December 22, 2016 (the "Termination Agreement"), Assignor is selling, transferring, assigning and conveying certain assets of Assignor to Assignee, including the Assigned Trademark.

C. Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Assigned Trademark from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademark to Assignee.

AGREEMENT

For good and valuable consideration, including that recited in the Termination Agreement, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Termination Agreement, Assignor and Assignee mutually agrees as follows:

1. Definition of Assigned Trademark. The term "Assigned Trademark" shall mean the trademark registration and trademark applications and the trademarks listed in Appendix A attached hereto and made a part hereof.
2. Assignment of the Assigned Trademark. Assignor hereby assigns and transfers to Assignee, and Assignee's successors and assigns, Assignor's entire right and title to and interest in the Assigned Trademark, together with the goodwill of the business symbolized by the Assigned Trademark, and including all common law and other rights thereto.
3. Assignment of Enforcement Rights. Assignor hereby sells, assigns, and transfers to Assignee any and all claims, demands, causes of action, and recoveries, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any past, present, or future infringement or other violations of any of the Assigned Trademark, together with the right to bring suit for and/or initiate any proceedings to collect any and all damages arising from said

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claims or causes of action, and does hereby empower Assignee, and its successors and assigns, to sue for and collect the same, to its and their own absolute use.

4. Further Assurances. Each of the Parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party hereto, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Assignment and the Termination Agreement, including in the implementation or perfection of this assignment, including the recordation and execution of any additional documents to facilitate the assignment of the Assigned Trademark in any jurisdiction in the world.

5. Representations and Warranties. Assignor expressly represents and warrants that: (i) Assignor has the sole and exclusive right to grant the assignment granted herein; (ii) to the best of its knowledge, no third party has any right, title, or interest in the Assigned Trademark; (iii) Assignor has taken no action which may adversely affect Assignee's rights under this Trademark Assignment; (iv) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that conflict with the rights granted by this Trademark Assignment; and (v) Assignor has the right to execute and enter into this Trademark Assignment and to perform his obligations hereunder. Assignor warrants that, to the best of his knowledge, there are no circumstances that would: (i) render the Assigned Trademark invalid or unenforceable; or (ii) render Assignee liable for trademark infringement. Assignee represents that it has the power to enter into this Trademark Assignment and perform the obligations assumed hereunder.

6. General Provisions.

6.1 Merger and Integration. This Assignment represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

6.2 Severability. It is expressly agreed that if any term or provision of this Assignment which is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

6.3 No Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Agreement shall not constitute a modification of this Agreement or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

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6.4 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of Assignor and Assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

6.5 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

6.6 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

6.7 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

6.8 Force Majeure. The Parties agree that neither shall be deemed in default of its obligations under this Assignment to the extent that the performance of any such obligations shall have been prevented by circumstances outside of such Party's control, including, but not limited to, acts of God, fire, riot, war or government actions, but only to the extent of the duration of the circumstances comprising the basis for the operation of this section. If a Party believes that any one or more of the above occurrences or events will cause a delay or prevent its performance hereunder, that Party shall promptly notify the other Party of such fact in writing.

6.9 Governing Law. This Assignment will be governed by and construed under the laws of the State of Illinois without regard to conflicts of laws principles that would require the application of any other law.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

ASSIGNEE:

Bourn & Koch, Inc.

Roto Tech, Inc.

By: [Signature]

By: [Signature]

Name: Kerry Koch

Name: Timothy P. Keller

Title: CFO

Title: President

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TRADEMARK

REEL: 005974 FRAME: 0481

APPENDIX A

ASSIGNED TRADEMARK

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	USPTO Registration/Application Status	Country
ROTO-GRIND	73/247,404	Jan 24, 1980	1,190,446	Feb 23, 1982	Live registration; next renewal date: Feb 23, 2022	US

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