

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431503

| | | | |
|---|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| National Fluid Power Association | | 06/14/2017 | Non-Profit Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Regents of the University of Minnesota | | |
| Street Address: | 200 Oak St. SE | | |
| Internal Address: | 600 McNamara Alumni Center | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55455 | | |
| Entity Type: | Corporation: MINNESOTA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87121011 | CCEFP | |
| Serial Number: | 87121004 | CENTER FOR COMPACT AND EFFICIENT FLUID P | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | jheino@dkattorneys.com | | |
| Correspondent Name: | Joseph S. Heino, Esq. | | |
| Address Line 1: | 111 E. Kilbourn Avenue | | |
| Address Line 2: | Suite 1400 | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| NAME OF SUBMITTER: | Joseph S. Heino | | |
| SIGNATURE: | /Joseph S. Heino/ | | |
| DATE SIGNED: | 06/16/2017 | | |
| Total Attachments: 3 | | | |
| source=3041_001#page1.tif | | | |
| source=3041_001#page2.tif | | | |
| source=3041_001#page3.tif | | | |

CH \$65.00 87121011

TRADEMARK ASSIGNMENT

This Assignment (the "Assignment"), effective as of the date set forth below, is made by and between National Fluid Power Association, an Illinois non-profit corporation with a business address of 6737 W. Washington St., Suite 2350, Milwaukee, Wisconsin 53214 ("Assignor"), and Regents of the University of Minnesota, a Minnesota corporation with a business address of 600 McNamara Alumni Center, 200 Oak St. SE, Minneapolis, Minnesota 55455 ("Assignee").

WHEREAS, Assignor is the applicant and owner of record for the trademark applications identified on the attached Exhibit A (the "Marks"); and

WHEREAS, Assignor wishes to assign all of Assignor's rights in the Marks, including all rights in the applications for registration filed by Assignor with the U.S. Patent and Trademark Office (the "Applications" and the "USPTO") to Assignee;

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

1. Assignment of Marks. Assignor does hereby assign, transfer and sell unto Assignee all of Assignor's right, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the good will of the business symbolized by the Marks, and the Applications. Assignor hereby authorizes the appropriate empowered officials at the USPTO to transfer the applications for the Marks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Representations and Warranties. Assignor represents and warrants that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted. Assignor acknowledges that upon execution of this Assignment, it will no longer have any claim to any right, title, or interest in the Marks, and agrees that it will not make any challenge to Assignee's rights in the Marks in the future.

3. Further Assurances. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment.

4. Survival. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

5. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Assignment.



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date indicated below.

DATED: June 14, 2017

National Fluid Power Association (Assignor)

By: Eric Lanke

Name: Eric Lanke

Title: President/CEO

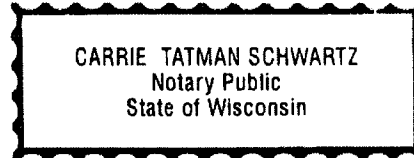
State of Wisconsin
County of Milwaukee

This document was signed before me by Eric Lanke (name of person signing the document before the notary) on this 6/14/17 (date).

Carrie Tatman Schwartz
Notary Signature

Notary Expiration Date: 11-10-2018

Notary Seal



Regents of the University of Minnesota (Assignee)

By: Ann Aronson

Name: ANN ARONSON

Title: Chief Marketing Officer

State Of: Minnesota
County Of: HENNEPIN

Subscribed and sworn to before me this 14th day of June, 2017.

Janette Elizabeth Strader
Notary Public

My commission expires: 1/31/2019

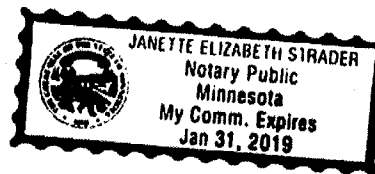


EXHIBIT A

| <u>Mark</u> | <u>Class: Services</u> | <u>Ser. No.</u> | <u>Filing Date</u> |
|---|--|-----------------|--------------------|
| CCEFP | <p>35: Promoting collaboration within the scientific, research and manufacturing communities to achieve advances in the field of fluid power technology</p> <p>41: Educational services, namely, conducting programs in the field of fluid power technology; educational seminars and workshops in the field of fluid power technology, research in the field of fluid power technology and sponsorship of research in the field of fluid power technology</p> | 87121011 | 29 July 2016 |
| CENTER FOR COMPACT AND EFFICIENT FLUID POWER | <p>35: Promoting collaboration within the scientific, research and manufacturing communities to achieve advances in the field of fluid power technology</p> <p>41: Educational services, namely, conducting programs in the field of fluid power technology; educational seminars and workshops in the field of fluid power technology, research in the field of fluid power technology and sponsorship of research in the field of fluid power technology</p> | 87121004 | 29 July 2016 |