

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Palmer Performance Engineering, Inc.		03/31/2015	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Auto Meter Products, Inc.		
Street Address:	413 West Elm Street		
City:	Sycamore		
State/Country:	ILLINOIS		
Postal Code:	60178		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3680447	DASHCOMMAND	
Registration Number:	3531619	DASHXL	
Registration Number:	3531620	SCANXL	
Registration Number:	3432156	PCMSCAN	
CORRESPONDENCE DATA			
Fax Number:	3125777007		
<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:	312-577-7000		
Email:	trademark@fitcheven.com		
Correspondent Name:	Alisa C. Simmons		
Address Line 1:	120 South LaSalle Street		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7222-141074		
NAME OF SUBMITTER:	Alisa C. Simmons		
SIGNATURE:	/Alisa Simmons/		
DATE SIGNED:	07/10/2017		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 31, 2015 (the "Effective Date") from PALMER PERFORMANCE ENGINEERING, INC., a Utah corporation ("Assignor"), to AUTO METER PRODUCTS, INC. ("Assignee").

RECITALS

- A. Pursuant to an Asset Purchase Agreement dated March 30, 2015 (the "Asset Purchase Agreement") by and among Assignor, Assignee and Brian Palmer, Assignee has agree to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).
- B. Assignor is the owner of the Assigned Trademark listed in Appendix A.
- C. Assignor and Assignee each desires, by execution of this Assignment, to confirm the assignment of all rights, title, and interest in and to the Assigned Trademark to Assignee.

AGREEMENTS

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

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" means the trademarks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; and (c) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns, and transfers to Assignee, its successors, and assigns all right and title to and interest in the Assigned Trademarks.
3. Further Assurances. Assignor (a) further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment; and (b) shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, or other documentation) as may be reasonably required in the implementation of this Assignment. This Assignment of the Assigned Trademarks is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.
4. Incorporation of Representations, Covenants and Warranties. Notwithstanding anything in this Assignment to the contrary, the representations, covenants and warranties, including the limitations set forth therein, of Assignor contained in the Asset Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement

shall prevail. The parties agree to indemnify and hold harmless one another for violations of this Assignment as provided in the Asset Purchase Agreement.

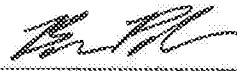
5. Facsimile Signature; Counterparts. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

[Signature page follows.]

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

ASSIGNOR:

PALMER PERFORMANCE ENGINEERING,
INC., a Utah corporation
1457 North 1200 West
Orem, UT 84057

By: 
Brian Palmer, President

Auto Meter Products, Inc., an Illinois corporation
413 West Elm Street
Sycamore, IL 60178

By: 
Jeffrey G. King, President

31700289

TRADEMARK
REEL: 006101 FRAME: 0546

APPENDIX A

Assigned Trademarks

1. Palmer Performance Engineering
2. DashCommand
3. DashXL
4. ScanXL
5. PCMSCAN
6. POBD-II