

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clark-Cutler-McDermott Co.		02/06/2018	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AirLoc		
<b>Street Address:</b>	Industriestrasse 2		
<b>City:</b>	Oetwil am See		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	CH-8618		
<b>Entity Type:</b>	Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2305616	AIRLOC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602860115		
<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>			
<b>Phone:</b>	8602862929		
<b>Email:</b>	tm-ct@cantorcolburn.com,gpelletier@cantorcolburn.com		
<b>Correspondent Name:</b>	George A Pelletier, Jr		
<b>Address Line 1:</b>	20 Church Street		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	George A Pelletier, Jr		
<b>Address Line 1:</b>	20 Church St		
<b>Address Line 2:</b>	22d Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	George A Pelletier, Jr.		
<b>SIGNATURE:</b>	/gapjr/		
<b>DATE SIGNED:</b>	04/03/2018		

OP \$40.00 2305616

**Total Attachments: 20**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into and effective as of February 6, 2018, by and among AirLoc Corporation or its assigns (together, the "Buyer"), Craig R. Jalbert, in his capacity as Trustee of the Clark-Cutler-McDermott Company Liquidating Trust (the "Liquidating Trust"), and AirLoc LLC (the "Seller"). The Buyer, the Liquidating Trust and the Seller are referred to collectively herein as the "Parties" and individually as a "Party."

A. The Seller is a wholly-owned subsidiary of Clark-Cutler-McDermott Company ("CCM");

B. Craig R. Jalbert is the duly appointed Liquidation Trustee (the "Trustee") of the Liquidating Trust pursuant to that certain order [Docket No. 668] confirming the Debtor's Second Modified Joint Chapter 11 Plan of Liquidation [Docket No. 588] (the "Plan") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), Case No. 16-41188 CJP (the "Bankruptcy Case") on March 31, 2017;

C. The Trustee controls the Seller, which operates a business located at 5 Fisher St., Franklin, MA (the "Property") that manufactures and distributes machine levelers and vibration and noise control products primarily used in industrial applications (the "Business"). For the avoidance of doubt, the term "Business" as used herein shall specifically exclude the businesses of CCM Automotive Lafayette LLC and the Liquidating Trust unrelated to the Seller's operations, wherever conducted;

D. The Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, substantially all of the Seller's assets, free and clear of Encumbrances and interests;

E. The Seller wishes to assign to the Buyer, and the Buyer wishes to assume from the Seller, certain liabilities; and

F. The Buyer wishes to lease from the Trustee, and the Trustee wishes to lease to the Buyer, for the Buyer's use and occupancy, that certain portion of the Property controlled by the Trustee necessary for the Buyer's post-closing operation of the Business and as expressly set forth in the Lease (the "Leased Premises").

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereby agree as follows:

### DEFINITIONS

The following terms shall have the meanings set forth below as used in this Agreement:

"Accounts Payable" shall mean the obligations of the Seller and/or the Trustee, including those due to the Buyer, accrued as of the Closing Date and specifically identified on Exhibit A hereto, but no others.

“Accounts Receivable” means any and all accounts receivable, trade receivables, notes receivable and other receivables arising out of the Business held by the Seller as of the Closing Date but expressly excluding any intercompany accounts due to the Seller from CCM, any CCM affiliate, or the Liquidating Trust.

“Agreement” means this Asset Purchase Agreement, including all Exhibits hereto, as it may be amended from time to time in accordance with its terms.

“Assets” means the following assets relating to or used by the Business:

(a) all Equipment used or held for use by the Seller in the operation of the Business, wherever located, including, without limitation, the tangible personal property listed on Exhibit B hereto and all Equipment located at the Leased Premises on the Closing Date, and all warranties and guarantees, if any, express or implied, existing on the Closing Date for the benefit of the Seller in connection with such Equipment;

(b) all management information systems, computers, hardware and software, including, without limitation, the tangible personal property listed on Exhibit B hereto, either owned by the Seller or otherwise used in the operation of the Business;

(c) with the exception of the books and records included in the definition of Excluded Assets below, all books, records and accounts, correspondence, production records, technical, accounting, manufacturing and procedural manuals, customer lists, vendor lists, employment records, research material, drawings, studies, reports or summaries of any operation, present or former, and any information (including confidential information) which has been reduced to writing relating to or arising out of the operation of the Business, whether by the Seller, CCM, the Liquidating Trust, the Trustee or otherwise;

(d) all Inventories;

(e) all right, title and interest in and to the Intellectual Property;

(f) the Assumed Contracts;

(g) all licenses, permits or franchises issued by any federal, state, municipal or foreign authority relating to the Business or the ownership and use of the Assets;

(h) all rights under express or implied warranties relating to the Business in favor of the Seller existing on the Closing Date;

(i) all Accounts Receivable;

(j) all of the Seller’s cash and cash equivalents, interests in deposit or checking accounts, certificates of deposit, treasury bills and other marketable securities of the Seller as of the Closing Date (collectively, “Cash”); and

(k) the goodwill in or arising from the Assets and the Business;

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means all United States and foreign patents, patent registrations and patent applications, patent licenses, trade names, trademarks, trademark licenses, service marks and trademark registrations (and applications therefor), copyrights, copyright registrations, copyright licenses (and applications therefor), Internet domain names, trade secrets, inventions, processes, designs, know-how, show-how, recipes, formulae, operating manuals, computer software, technology or the like, and all applications, registrations and renewals for any of the foregoing, used in the conduct of the Business, together with the goodwill associated therewith and including all rights to sue for and obtain remedies for past infringement and rights of priority and protection of interests in connection therewith.

“Intellectual Property Assignment” means the Intellectual Property Assignment, substantially in the form attached hereto as Exhibit E, pursuant to which the Trustee shall transfer all of the Trustee’s and the Seller’s right, title and interest in and to the Intellectual Property relating to the Business to the Buyer.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE I  
PURCHASE AND SALE**

Section 1.01 Sale and Purchase. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, the Seller shall sell, assign, transfer, convey and deliver to the Buyer, and the Buyer shall accept, acquire and take assignment and delivery of, all of the Seller's right, title and interest in the Assets. The Seller shall transfer the tangible personal property included in the Assets to the Buyer pursuant to the Bill of Sale. The Trustee shall transfer all of the Trustee's and the Seller's right, title and interest in and to the Intellectual Property relating to the Business to the Buyer pursuant to the Intellectual Property Assignment. The Buyer shall purchase the Assets, free and clear of all Encumbrances to the fullest extent possible under law. The Buyer is not purchasing and assuming, and the Seller is not selling or assigning, any of the Excluded Assets or Excluded Liabilities under this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

AirLoc LLC

By:   
Name: Craig R. Jalbert  
Title: Sole Member

Clark-Cutler-McDermott Company Liquidating Trust

By:   
Name: Craig R. Jalbert  
Title: Liquidating Trustee

AirLoc Corporation

By:   
Name: Robert Kucher  
Title: Chief Executive Officer

**EXHIBIT F**  
**(Intellectual Property Assignment)**



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Intellectual Property Assignment") is entered into and effective as of February 6, 2018, by and among AirLoc LLC (the "Seller"), Craig R. Jalbert, in his capacity as Liquidation Trustee (the "Trustee") of the Clark-Cutler-McDermott Company Liquidating Trust (the "Liquidating Trust"), and AirLoc Corporation (the "Buyer"), the purchaser of certain assets of the Business (as hereinafter defined) pursuant to an Asset Purchase Agreement among the Seller, the Liquidating Trust and the Buyer, dated as of February 6, 2018 (the "Asset Purchase Agreement"). The Seller, the Liquidating Trust and the Buyer are referred to collectively herein as the "Parties" and individually as a "Party."

WHEREAS, the Seller is a wholly-owned subsidiary of Clark-Cutler-McDermott Company ("CCM");

WHEREAS, the Trustee is the duly appointed trustee of the Liquidating Trust pursuant to that certain order [Docket No. 668] confirming the Debtor's Second Modified Joint Chapter 11 Plan of Liquidation [Docket No. 588] under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Massachusetts, Case No. 16-41188 CJP on March 31, 2017;

WHEREAS, the Trustee holds the assets of CCM under the Liquidating Trust and controls the Seller as its sole member, which operates a business that manufactures and distributes machine levelers and vibration and noise control products primarily used in industrial applications (the "Business"); and

WHEREAS, under the terms of the Asset Purchase Agreement, the Trustee and the Seller have agreed to sell, assign, transfer, convey and deliver all of the Trustee's and the Seller's right, title and interest in and to certain intellectual property relating to the Business to the Buyer, and have agreed to execute and deliver this Intellectual Property Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

1. Assignment to the Buyer. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee and the Seller hereby irrevocably convey, transfer and assign to the Buyer, and the Buyer hereby accepts, all of CCM and the Seller's right, title and interest in the following (the "Assigned IP"):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(c) all rights of any kind whatsoever of CCM and the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Trustee and the Seller hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, and at the Buyer's sole cost and expense, the Trustee and the Seller shall take such steps and actions, and provide in a commercially reasonable manner, such cooperation and assistance to the Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. Domain Name Registrations. Within fifteen (15) days after the Closing Date, at Buyer's reasonable request and at Buyer's sole cost and expense, the Trustee and the Seller shall execute and deliver to the Buyer all documents, papers, forms and authorizations, and take such other actions as are commercially necessary in accordance with the procedures of the applicable Internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to the Buyer (or its designee) of all domain names associated with the Business, including, without limitation, airloc.com (the "Business Domain Names"), and cause the Business Domain Names to be registered and/or enable the Buyer to register the Business Domain Names in the name of the Buyer (or its designee) with the domain name registrar of the Buyer's choosing as designated by the Buyer in writing.

4. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Trustee, the Seller and the Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. "AS IS" and "WHERE IS". OTHER THAN AS SET FORTH IN THE ASSET PURCHASE AGREEMENT (A) THE ASSIGNED IP ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME AND (B) TRUSTEE AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE ASSIGNED IP, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY OR CAUSE OF ACTION. ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRUSTEE AND SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION OF THE ASSIGNED IP. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE ASSIGNED IP, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

7. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

*[Remainder of Page Intentionally Left Blank: Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Intellectual Property Assignment to be executed and delivered on the date first above written.

**AirLoc LLC**

By: \_\_\_\_\_  
Name: Craig R. Jalbert  
Title: Sole Member

**Clark-Cutler-McDermott Company Liquidating Trust**

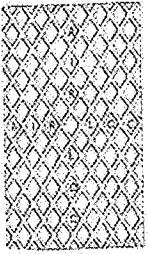


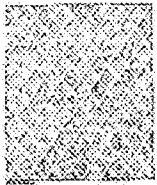
By: \_\_\_\_\_  
Name: Craig R. Jalbert  
Title: Liquidating Trustee


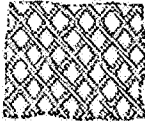
**AirLoc Corporation**

By: \_\_\_\_\_  
Name: Robert Kucher  
Title: Chief Executive Officer

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
AIR-LOC	Brazil	822769867	Aug. 1, 2006
	China	1538862	Mar. 14, 2001
	New Zealand	B149851	Nov. 16, 1983
	Spain	517674	Apr. 21, 1989
	Taiwan	80617	Feb. 1, 1976
	UK	B864074	May 12, 1985
JACMOUNT	USA	1599226	Jun. 5, 1990
	EU	4906137	Feb. 20, 2007
WEDGMOUNT	USA	1599227	Jun. 5, 1990
	EU	49006111	Feb. 21, 2007
	UK	B876902	Sep. 21, 1985
AIRLOC (BLOCK)	EU	3413201	May 27, 2005
	Israel	125787	Nov. 7, 2011
	Norway	277172	Sep. 12, 2012
	Mexico	0557077	Aug. 13, 2002
	Australia	1700188	Sep. 25, 2015
	Portugal	308993 MNA	Apr. 1, 1996
	South Korea	231770	Jan. 22, 1992
	Canada	TMA486921	Dec. 12, 1997
	Germany	817547	Mar. 24, 1966

<i>AirLoc</i>	Germany	820936	Jun. 23, 1966
<u><i>AirLoc</i></u>	Poland	R.092978	Nov. 20, 1996
	USA	1983264	Jul. 2, 1996
CLARMAC	USA	1736588	Dec. 1, 1992
AIRLOC	USA	2305616	Jan. 4, 2000
	USA	1869234	Dec. 27, 1994

**SCHEDULE 2**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Airloc Products – Component for Perfect Machine Installation, Worldwide!	US	TX0003638889	Jan. 4, 1994
Airloc Products Catalogue	US	TX0003637112	Jan. 3, 1994

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this "Intellectual Property Assignment") is entered into and effective as of February 6, 2018, by and among AirLoc LLC (the "Seller"), Craig R. Jalbert, in his capacity as Liquidation Trustee (the "Trustee") of the Clark-Cutler-McDermott Company Liquidating Trust (the "Liquidating Trust"), and AirLoc Corporation (the "Buyer"), the purchaser of certain assets of the Business (as hereinafter defined) pursuant to an Asset Purchase Agreement among the Seller, the Liquidating Trust and the Buyer, dated as of February 6, 2018 (the "Asset Purchase Agreement"). The Seller, the Liquidating Trust and the Buyer are referred to collectively herein as the "Parties" and individually as a "Party."

WHEREAS, the Seller is a wholly-owned subsidiary of Clark-Cutler-McDermott Company ("CCM");

WHEREAS, the Trustee is the duly appointed trustee of the Liquidating Trust pursuant to that certain order [Docket No. 668] confirming the Debtor's Second Modified Joint Chapter 11 Plan of Liquidation [Docket No. 588] under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Massachusetts, Case No. 16-41188 CJP on March 31, 2017;

WHEREAS, the Trustee holds the assets of CCM under the Liquidating Trust and controls the Seller as its sole member, which operates a business that manufactures and distributes machine levelers and vibration and noise control products primarily used in industrial applications (the "Business"); and

WHEREAS, under the terms of the Asset Purchase Agreement, the Trustee and the Seller have agreed to sell, assign, transfer, convey and deliver all of the Trustee's and the Seller's right, title and interest in and to certain intellectual property relating to the Business to the Buyer, and have agreed to execute and deliver this Intellectual Property Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

1. Assignment to the Buyer. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee and the Seller hereby irrevocably convey, transfer and assign to the Buyer, and the Buyer hereby accepts, all of CCM and the Seller's right, title and interest in the following (the "Assigned IP"):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill connected with the use of, and symbolized by, the Trademarks;

(b) the copyright registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");



(c) all rights of any kind whatsoever of CCM and the Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Trustee and the Seller hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, and at the Buyer's sole cost and expense, the Trustee and the Seller shall take such steps and actions, and provide in a commercially reasonable manner, such cooperation and assistance to the Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto.

3. Domain Name Registrations. Within fifteen (15) days after the Closing Date, at Buyer's reasonable request and at Buyer's sole cost and expense, the Trustee and the Seller shall execute and deliver to the Buyer all documents, papers, forms and authorizations, and take such other actions as are commercially necessary in accordance with the procedures of the applicable Internet domain name registrars to effectuate and evidence the transfer of ownership and control (including administrative and technical access) to the Buyer (or its designee) of all domain names associated with the Business, including, without limitation, airloc.com (the "Business Domain Names"), and cause the Business Domain Names to be registered and/or enable the Buyer to register the Business Domain Names in the name of the Buyer (or its designee) with the domain name registrar of the Buyer's choosing as designated by the Buyer in writing.

4. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Trustee, the Seller and the Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. "AS IS" and "WHERE IS". OTHER THAN AS SET FORTH IN THE ASSET PURCHASE AGREEMENT (A) THE ASSIGNED IP ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME AND (B) TRUSTEE AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE ASSIGNED IP, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY OR CAUSE OF ACTION. ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRUSTEE AND SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION OF THE ASSIGNED IP. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE ASSIGNED IP, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Counterparts. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

7. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).


*[Remainder of Page Intentionally Left Blank: Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Intellectual Property Assignment to be executed and delivered on the date first above written.

**AirLoc LLC**

By:   
Name: Craig R. Jalbert  
Title: Sole Member

**Clark-Cutler-McDermott Company Liquidating Trust**




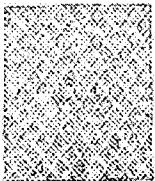
By:   
Name: Craig R. Jalbert  
Title: Liquidating Trustee


**AirLoc Corporation**

By:   
Name: Robert Kucher  
Title: Chief Executive Officer

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
AIR-LOC	Brazil	822769867	Aug. 1, 2006
	China	1538862	Mar. 14, 2001
	New Zealand	B149851	Nov. 16, 1983
	Spain	517674	Apr. 21, 1989
	Taiwan	80617	Feb. 1, 1976
	UK	B864074	May 12, 1985
JACMOUNT	USA	1599226	Jun. 5, 1990
	EU	4906137	Feb. 20, 2007
WEDGMOUNT	USA	1599227	Jun. 5, 1990
	EU	49006111	Feb. 21, 2007
	UK	B876902	Sep. 21, 1985
AIRLOC (BLOCK)	EU	3413201	May 27, 2005
	Israel	125787	Nov. 7, 2011
	Norway	277172	Sep. 12, 2012
	Mexico	0557077	Aug. 13, 2002
	Australia	1700188	Sep. 25, 2015
	Portugal	308993 MNA	Apr. 1, 1996
	South Korea	231770	Jan. 22, 1992
	Canada	TMA486921	Dec. 12, 1997
	Germany	817547	Mar. 24, 1966

<i>AirLoc</i>	Germany	820936	Jun. 23, 1966
<b><u>AirLoc</u></b>	Poland	R.092978	Nov. 20, 1996
	USA	1983264	Jul. 2, 1996
CLARMAC	USA	1736588	Dec. 1, 1992
AIRLOC	USA	2305616	Jan. 4, 2000
	USA	1869234	Dec. 27, 1994

**SCHEDULE 2**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
Airloc Products – Component for Perfect Machine Installation, Worldwide!	US	TX0003638889	Jan. 4, 1994
Airloc Products Catalogue	US	TX0003637112	Jan. 3, 1994