

900462673 08/16/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM486411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.H. RHODES CRAMER, LLC		06/01/2016	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	CAPEWELL AERIAL SYSTEMS LLC		
Street Address:	TWO CHAGRIN HIGHLANDS		
Internal Address:	3000 AUBURN DRIVE, SUITE 430		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1689944	MARK-TIME	
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>			
Phone:	8605279211		
Email:	alixyaleristas@gmail.com		
Correspondent Name:	NANCY KENNEDY		
Address Line 1:	150 TRUMBULL ST		
Address Line 4:	HARTFORD, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	RHODES/T12/9/US		
NAME OF SUBMITTER:	NANCY KENNEDY		
SIGNATURE:	/NANCY KENNEDY/		
DATE SIGNED:	08/16/2018		
Total Attachments: 4			
source=160601 Assignment of Trademarks v 1 (4818-9430-7691)#page1.tif			
source=160601 Assignment of Trademarks v 1 (4818-9430-7691)#page2.tif			
source=160601 Assignment of Trademarks v 1 (4818-9430-7691)#page3.tif			

CH \$40.00 1689944

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and delivered effective as of the 1st day of June, 2016 (the "Effective Date"), by M.H. Rhodes Cramer, LLC, an Ohio limited liability company with an address of Two Chagrin Highlands, 3000 Auburn Drive, Suite 430, Cleveland, Ohio ("Assignor"), to Capewell Aerial Systems LLC, an Ohio limited liability company with an address of Two Chagrin Highlands, 3000 Auburn Drive, Suite 430, Cleveland, Ohio ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Bill of Sale, effective as of even date herewith (the "Bill of Sale") pursuant to which Assignor transferred to Assignee all assets owned by Assignor (capitalized terms used herein without definition shall have the meanings set forth in the Bill of Sale);

WHEREAS, under the terms of the Bill of Sale, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of Assignor's intellectual property assets, and Assignor agreed to perform, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts and documents as Assignee may reasonably request to vest in Assignee full right, title and interest in and to any of the intellectual property assets, including, without limitation, the execution of this Assignment; and

WHEREAS, Assignor is the owner of certain trademarks, service marks, trade names and brand names, and other indicia of origin constituting intellectual property assets (collectively, the "Trademarks"), including the Trademarks identified on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the premises, representations, warranties and agreements herein set forth, the parties agree as follows:

Folgers hereby causes Assignor to transfer and assign to Assignee, Assignor hereby does transfer and assign to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, the registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; 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 all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of the governmental agencies or regulatory bodies in the applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the Effective Date, without further consideration, Assignor will execute and deliver or

cause to be executed and delivered such documents to Assignee and take such other action as Assignee may reasonably request in order to more effectively effect, evidence or perfect the transaction contemplated herein.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Ohio, without giving effect to the conflict of laws rules thereof.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in counterparts, and delivered by electronic mail with scan or attachment signature, all of which when so executed and delivered shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each counterpart may consist of a number of copies hereof or thereof each signed by less than all, but together signed by all, of the parties. An electronic or other copy of a signature shall be deemed an original for purposes of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment of Trademarks has been executed and delivered by and on behalf of Assignor and Assignee effective as of the Effective Date.

ASSIGNOR:

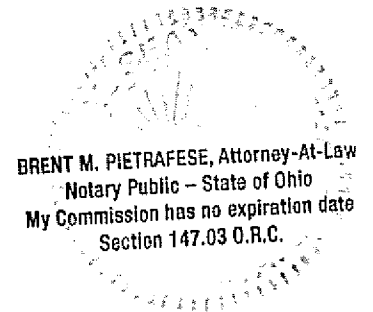
M.H. RHODES CRAMER, LLC

By: *Robert Brooks*
Name: Robert Brooks
Title: Treasurer and Secretary

State of OHIO)
) ss:
County of CUYAHOGA)

Subscribed to and sworn before me on this 1ST day of JUNE 2016.

B. P. [Signature]
Notary Public
My commission expires: _____



ACCEPTED AND AGREED BY:

ASSIGNEE:

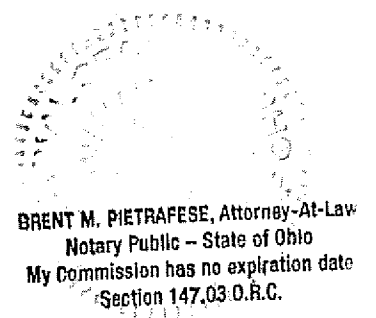
CAPEWELL AERIAL SYSTEMS LLC

By: *John Marcaccio*
Name: John Marcaccio
Title: President

State of OHIO)
) ss:
County of CUYAHOGA)

Subscribed to and sworn before me on this 1ST day of JUNE 2016.

B. P. [Signature]
Notary Public
My commission expires: _____



[Signature Page to Assignment of Trademarks]

SCHEDULE I - TRADEMARKS

Country	Trademark	Status	Owner	Application Number	Registration Number	Registration Date
US	MARK TIME	Registered	M. H. Rhodes Cramer, LLC	85/072,805	3,922,665	2/22/2011
US	MARKTIME & DESIGN	Registered	M. H. Rhodes Cramer, LLC	85/072,796	3,922,664	2/22/2011
US	MARK-TIME	Registered	M. H. Rhodes Cramer, LLC	74/163,483	1,689,944	6/2/1992
Canada	MARK TIME	Registered	M. H. Rhodes Cramer, LLC	169,848	007,958	1/11/1937
Canada	MARK-TIME & DESIGN	Registered	M. H. Rhodes Cramer, LLC	262,206	125,340	2/9/1962