

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank NA		03/06/2019	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	BBM Railway Equipment, LLC		
Street Address:	3200 Innovation Place		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44509		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1126337	MACTON	
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:	2163639000		
Email:	dling@faysharpe.com		
Correspondent Name:	Daniel Ling		
Address Line 1:	1228 Euclid Ave		
Address Line 2:	5th FL		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	BBMZ500013US01		
NAME OF SUBMITTER:	Daniel R Ling		
SIGNATURE:	/Daniel R Ling/		
DATE SIGNED:	10/29/2019		
Total Attachments: 8			
source=Assignment#page1.tif			
source=Assignment#page2.tif			
source=Assignment#page3.tif			
source=Assignment#page4.tif			

OP \$40.00 1126337

source=Assignment#page5.tif

source=Assignment#page6.tif

source=Assignment#page7.tif

source=Assignment#page8.tif

AMENDED ASSIGNMENT OF INTELLECTUAL PROPERTY

This **AMENDED ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is delivered as of February 15, 2019 from **WEBSTER BANK, N.A.**, a national banking association with an office and place of business at CityPlace II, 185 Asylum Street, Hartford, Connecticut ("Seller"), to **BBM RAILWAY EQUIPMENT, LLC** of 3200 Innovation Place, Youngstown, Ohio ("Buyer").

WITNESSETH:

WHEREAS, pursuant to its rights under Article 9 of the Uniform Commercial Code as adopted in the State of Connecticut, and without limitation pursuant to the rights granted to Seller by Macton Corporation ("Macton") by virtue of that certain Patent and Trademark Security Agreement dated November 2, 2017 (the "Security Agreement"), Seller has caused to be sold at public auction all of Seller's and Macton's interests in the patents and trademarks listed on **Schedule A** annexed hereto, together with any such other Macton patents or application for patents as came into existence before or after the date of the initial grant of the security interest given by Macton to Seller pursuant to the Security Agreement (collectively, the "Assigned IP"); and

Whereas, Buyer was the successful bidder at the said public auction; and

Whereas, Seller has a blanket security interest in virtually all of the assets of Macton, including the Assigned IP; and

Whereas, pursuant to the Security Agreement, Macton granted to Seller a blanket irrevocable power-of-attorney, coupled with an interest, from Macton (the "Power of Attorney"), by which Macton irrevocably constituted and appointed Seller, and any of Seller's officers or agents as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Macton, or in the Seller's own name, to take any and all appropriate action to execute any and all documents that may be necessary to prosecute, register, sell, transfer and assign, or filing any such document with any and all appropriate federal, state or local agencies, authorities pertaining to all trademarks, copyrights and patentable inventions and processes, which irrevocable power is coupled with an interest, and for which all conditions necessary to invoke such power have occurred; and

WHEREAS, in furtherance of the aforesaid public auction, the rights given by Macton to Seller under the Security Agreement and the Power of Attorney, Seller and Buyer have entered into this Agreement, pursuant to which Seller hereby assigns all of its and Macton's right, title and interest in the Assigned IP to Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged:

1. Seller does hereby convey and assign to Buyer, and its successors and assigns, all of Seller's and Macton's right, title and interest in and to the Assigned IP.

2. This Agreement is subject to such terms and conditions of the public auction by which Buyer has purchased the rights transferred herein.

3. Nothing in this Assignment constitutes a representation or warranty of any kind, particularly as to the current status, renewal or renewability of any of the Assigned IP.

4. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

5. This Assignment and the rights of the parties hereunder shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns. This Assignment

6. For purposes of this Assignment, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature.

[Intentionally Left Blank – Signature Page Follows]

Schedule A
to
Assignment of Intellectual Property

Assigned PATENTS AND TRADEMARKS

[Attached]

UNITED STATES ISSUED PATENTS

Patent-United States	Serial Number	Status/ Country	Owner
Low Profile Drop Table	14/454318 20160039646	8/7/14 filed; 2/11/16 published/ready for examination	The Macton Corporation
Independent drive motors for machinery positioning apparatus having independent motors	14/267217 20150166315	5/1/14 filed; 6/11/16 response to non-final office action	The Macton Corporation
Pit cover	14/330799 20160009301	7/14/14 filed; 1/14/16 published/ready for examination	The Macton Corporation
Machinery positioning apparatus having independent drive columns	14/104890 20150166313	12/12/13 filed; 6/11/16 response to non-final office action	The Macton Corporation
Tab welded turntable	9,295,324	3/29/16 issued	The Macton Corporation
Machinery foundation module	9,267,258	2/23/16 issued	The Macton Corporation
On-site assembled foundation module	9,126,607	9/8/15 issued	The Macton Corporation

Patent-United States	Serial Number	Status/ Country	Owner
Tab welded turntable	9,073,558	7/7/15	The Macton Corporation
Machinery foundation module	9,045,149	6/2/15 issued	The Macton Corporation
Split rail trolley system	8,397,643	3/19/13 issued; 4 th year fees paid	Macton Corporation
Split rail trolley system	7,900,562	3/8/11 issued; 4 th year fees paid	Macton Corporation

FOREIGN ISSUED PATENTS

Patent- Canada	Serial Number	Status/ Country	Owner
Machinery Foundation Module	2845098	8/23/16 issued	The Macton Corporation
Tab Welded Turntable	2845102	8/9/16 issued	The Macton Corporation
Pit Cover	2894378	Pending	The Macton Corporation
Machinery Positioning Apparatus Having Independent Drive	2872206	Pending	The Macton Corporation
Machinery Foundation Module	2873290	Pending	The Macton Corporation
On-Site Assembled Foundation Module	2871567	Pending	The Macton Corporation

Independent Drive Motors For Machinery Positioning Apparatus Having Independent Lifting Motors	2888436	Pending	The Macton Corporation
Low Profile Drop Table	2897863	Pending	The Macton Corporation
Split Rail Trolley System	2699348	1/21/14 issued	The Macton Corporation

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

Trademark	Serial Number	Status / Country
Macton	Reg No. 1,126,337 Owner: Macton Corporation	Current