

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frederick Cowan & Company, Inc.		12/07/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Instruments and Controls, Inc.		
Street Address:	271 East Green Street		
City:	Westminster		
State/Country:	MARYLAND		
Postal Code:	21157		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2294848	CORONA ARC IGNITOR	
CORRESPONDENCE DATA			
Fax Number:	5167424366		
<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:	516-742-4343		
Email:	intprop@ssmp.com		
Correspondent Name:	Keith A. Weltsch		
Address Line 1:	400 Garden City Plaza		
Address Line 2:	Suite 300		
Address Line 4:	Garden City, NEW YORK 11530		
NAME OF SUBMITTER:	Keith A. Weltsch		
SIGNATURE:	/Keith A. Weltsch/		
DATE SIGNED:	12/02/2019		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of the 7th day of December, 2016, is made and delivered by and between FREDERICK COWAN & COMPANY, INC., a New York corporation ("Assignor"), and INSTRUMENTS & CONTROLS, INC., a Maryland corporation ("Assignee"). Each of Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into that certain Asset Purchase Agreement, dated as of even date herewith, wherein Assignee agreed to purchase from Assignor and Assignor agreed to sell to Assignee certain tangible and intangible assets of Assignor's business (collectively, the "Purchased Assets"); and

WHEREAS, the Purchased Assets include all of Assignor's intellectual property, including without limitation, in any and all jurisdictions worldwide, (a) all patents, patent applications, patent disclosures, utility models, inventions and discoveries, industrial designs and other designs, (b) all trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and all applications, registrations and renewals in connection therewith, including the goodwill symbolized thereby or associated therewith, (c) all works of authorship and copyrights and all applications, registrations and renewals in connection therewith, including copyrights in computer software, and (d) all trade secrets and confidential business information including research and development, know how, compositions, processes, technical data, designs, specifications and business and marketing plans and proposals (the "Intellectual Property"); and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Intellectual Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Effective as of the date hereof, Assignor hereby assigns, transfers, conveys, and delivers to Assignee any and all worldwide right, title, and interest Assignor holds, or may hold, in each case free and clear of all encumbrances, in and to the Intellectual Property, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Intellectual Property is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment.

2. As of the date hereof, Assignee has succeeded to all right, title, and standing of Assignor to (a) receive all rights and benefits pertaining to the rights described above, and (b) commence, prosecute, defend and settle all claims, and take all actions that Assignee, in its sole discretion, may elect in relation to the rights described above.

3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Intellectual Property.

4. Each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption to take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

5. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.

6. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Maryland. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Assignment.

[This space left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date set forth above.

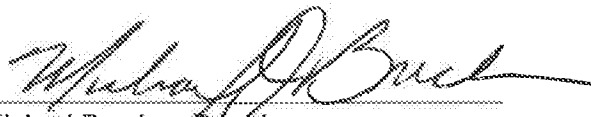
ASSIGNOR:

FREDERICK COWAN & COMPANY, INC.

By: 
Thomas L. Cowan, President

ASSIGNEE:

INSTRUMENTS & CONTROLS, INC.

By: 
Michael Brecker, President

[Signature Page to Assignment of Intellectual Property]

TRADEMARK