# TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lynai Data, Inc.		03/31/2010	CORPORATION: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	Midtronics, Inc.
Street Address:	7000 Monroe Street
City:	Willowbrook
State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	CORPORATION: ILLINOIS

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2384030	BATTERYNET
Registration Number:	2993102	FACILITYWARE

#### **CORRESPONDENCE DATA**

Fax Number: (612)334-3312

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6123343222

Email: Iswaja@wck.com

Correspondent Name: Judson K. Champlin

Address Line 1: 900 Second Avenue South

Address Line 2: Suite 1400

900159476

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	C382.22-34 & C382.22-35
NAME OF SUBMITTER:	Judson K. Champlin
Signature:	/Judson K. Champlin/
	TRADEMARK

TRADEMARK REEL: 004184 FRAME: 0739 OF \$65.00 Z384030

Date:	04/13/2010
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

#### TRADEMARK ASSIGNMENT

This assignment is made this 31st day of March 2010, by and between Lynai Data, Inc., a Maryland corporation, having its principal place of business at 9351 Philadelphia Road - Suite A-B, Baltimore, Maryland 21237 (hereinafter "Assignor"), and Midtronics, Inc., an Illinois corporation, having its principal place of business at 7000 Monroe, Willowbrook, Illinois 60527 (hereinafter "Assignee").

WHEREAS, Assignor owns and is using various trademarks and service marks in association with its business, including but not limited to those identified in the attached Schedule A (collectively, hereinafter the "Marks") in the United States.

WHEREAS, Assignor and Assignee are parties to an Agreement for the Purchase and Sale of Certain Assets of Lynai Data, Inc. dated the date hereof pursuant to which Assignor is selling Assignee all of Assignor's rights, title and interest in the Marks.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title, and interest in and to the Marks, all common-law rights, all federal registrations and applications identified in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue, at Assignee's sole cost and expense, for and receive all damages occurring from past infringing uses of the Marks.

Assigner agrees that at any time and from time to time after the date hereof, at the request of Assignee and without further consideration, Assignor shall, at Assignee's sole cost and expense and without cost to it, execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's right, title, and interest in and to the Marks and to assist Assignee in exercising all rights with respect thereto.

Nothing in this assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this assignment, any rights, remedies, obligations or liabilities.

This assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
Lynai Data, Inc.	Midtronics, Inc.
a Maryland corporation	an Illinois corporațion
Ву:	By:
Name: Robert Parrish	Name: Stephen J. MoShana
Its: President	Its: Prazident CEO

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
Lynai Data, Inc. a Maryland corporation	Midtronics, Inc. an Illinois corporation
By: Stub Tamph	Ву:
Name: Robert Parrish	Name:
Its: President	Its:

[Signature Page to Trademark Assignment]

## SCHEDULE A

## Common law trademarks include, but are not limited to:

BatteryNET

**FACILITYWARE** 

www.ldidata.com

LDI

www.facilityware.net

www.thebatterynet.com

## Federally Registered Marks:

U.S. Reg. No. Mark

2384030

**BATTERYNET** 

2993102

**RECORDED: 04/13/2010** 

**FACILITYWARE**