

## 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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Wesley Seideman, Principal (Conservator for Joseph J. Koen)</td> <td></td> <td>07/06/2012</td> <td>Trust and Estate Services Company of Idaho, Conservator: UNITED STATES</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Wesley Seideman, Principal (Conservator for Joseph J. Koen)		07/06/2012	Trust and Estate Services Company of Idaho, Conservator: UNITED STATES																
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CORRESPONDENCE DATA																											
<p>Fax Number: 3107343169  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 3107343269        Email: ktuszynski@steptoe.com        Correspondent Name: Douglas R. Peterson        Address Line 1: 2121 Avenue of the Stars        Address Line 2: Suite 2800        Address Line 4: Los Angeles, CALIFORNIA 90067</p>																											
ATTORNEY DOCKET NUMBER:	84107.0001																										
NAME OF SUBMITTER:	Douglas R. Peterson																										

Signature:	/Douglas R. Peterson/
Date:	07/10/2012
Total Attachments: 2 source=84107-0001-TM-Assignment-85624895#page1.tif source=84107-0001-TM-Assignment-85624895#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of July 26, 2012, from Joseph J. Keon, ("Assignor") an individual resident of Los Angeles, California, to Wellite, Inc., ("Assignee") a corporation organized and existing under the laws of the State of California, and having a place of business at 5886 Compton Ave., Los Angeles, California 90001.

WHEREAS, Assignor is the owner of U.S. Trademark Application Number 85624895 for the mark "Well-Tite" for Valve Seats for Engines ("Trademark" or "Mark"); and

WHEREAS, Assignee desires to acquire the Trademark together with the goodwill symbolized by the Trademark;

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of its right, title, and interest in and to the Mark and all goodwill associated therewith, as well as that portion of Assignor's business to which the Mark pertains.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Assignor hereby conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark and all goodwill associated therewith, worldwide as well as that portion of Assignor's business to which the Mark pertains.

Assignor's sale, assignment, grant, transfer and conveyance to Assignee of Assignor's rights in and to the Mark, as well as that portion of Assignor's business to which the Mark pertains, shall include, without limitation, all rights that may now or hereafter be vested in or controlled by Assignor or any affiliate of Assignor, together with all national, foreign and state registrations, applications for registration and renewals and extensions thereof and all common law rights; all goodwill associated therewith; and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such applications, registrations, renewals and/or extensions; to sue for all past, present or future infringements or other violations of any rights in the Mark; and to settle and retain proceeds from any such actions), and any and all of Assignor's or any affiliate of Assignor's other right, title and interest of every kind and nature whatsoever in and to the foregoing.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee and its successors and assigns may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark in the United States, provided that all costs associated with the performance of such action and preparation, review and execution of such documentation shall be borne entirely by Assignee.


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THIS ASSIGNMENT OF TRADEMARK shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

**ASSIGNOR:**

On behalf of Joseph J. Koen, an individual.  
By:

Trust and Estate Services Company of Idaho,  
Conservator

  
Wesley Seideman, Principal

Date: July 6, 2012

**ASSIGNEE:**

Wellfire, Inc.  
By:

  
Jeffrey B. Milligan, President

Date: July 6, 2012