

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEVELAND MOTION CONTROLS, INC.		11/10/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	KALIBURN, INC.
Street Address:	4130 PALMETTO COMMERCE PARKWAY
City:	LADSON
State/Country:	SOUTH CAROLINA
Postal Code:	29456
Entity Type:	CORPORATION: SOUTH CAROLINA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1079251	BURNY
Registration Number:	1673326	BURNY
Registration Number:	1313274	AXIMASTER
Registration Number:	1720023	AXIMASTER
Registration Number:	1711407	TENSI-MASTER
Registration Number:	1732505	CLEVELAND MACHINE CONTROLS
Registration Number:	1736080	PACEMASTER
Registration Number:	1800578	CLEVELAND-KIDDER
Registration Number:	1956882	AXIMATE
Registration Number:	2244997	CLEVELAND MOTION CONTROLS
Registration Number:	2246530	CLEVELAND MOTION CONTROLS
Registration Number:	3786918	CMC CLEVELAND MOTION CONTROLS

CORRESPONDENCE DATA

Fax Number: 8642337342

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 864-271-1592

Email: docketing@dority-manning.com

Correspondent Name: DORITY & MANNING, P.A.

Address Line 1: P.O. BOX 1449

Address Line 4: GREENVILLE, SOUTH CAROLINA 29602-1449

ATTORNEY DOCKET NUMBER:	IY-MISC
NAME OF SUBMITTER:	TIM F. WILLIAMS
Signature:	/tim f. williams/
Date:	12/11/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK Assignment Agreement (the "Assignment"), dated as of November 10, 2012, between **Cleveland Motion Controls, Inc** an Ohio Corporation ("Assignor"), and **Kalburn, Inc.**, a South Carolina corporation ("Assignee").

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee is the Assignor's successor with respect to the Business, to which Business the trademarks of the Assigned Trademarks pertain, and the Business is ongoing and existing;

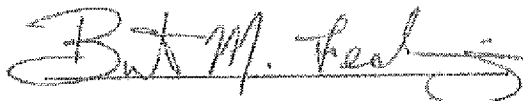
NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Purchase Price and in further consideration of the mutual covenants and agreements, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Trademarks.** Effective as of November 10, 2012, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule I (US Trademarks) and Schedule II (Foreign Trademarks) hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").
2. **Further Assurances.** The parties hereby reciprocally acknowledge that a certain number of Assigned Trademarks were not duly endorsed in favor of Assignor following the relevant purchase or acquisition by, or transfer or assignment to, the same. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.
3. **Successors.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. **Governing Law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

Assignor:

Cleveland Motion Controls, Inc.



Burt Fealing

President

Assignee:



Kalburn, Inc



George Dalton

Secretary

Schedule I

Case No.	Mark	Type	City	Sub Case No.	Type	Status	File Date	App No.	Issue Date	Issue No.	Expire Date
IP-ICM-M0002	BURNY	WORD	US		ORD	REGISTERED	1-May-1975	73/051081	13-Dec-1977	1079251	13-Dec-2017
IP-ICM-M0003	BURNY & Design 	FIGUR	US		ORD	REGISTERED	21-Feb-1991	74/140877	28-Jan-1992	1673326	28-Jan-2022
IP-ICM-M0005	AXIMASTER	WORD	US	01	ORD	REGISTERED	16-Jan-1984	73/461002	30-Oct-1984	1313274	30-Oct-2014
IP-ICM-M0006	TENSI-MASTER	WORD	US	02	ORD	REGISTERED	19-Dec-1991	74/231859	29-Sep-1992	1720023	29-Sep-2012
IP-ICM-M0012	CLEVELAND MACHINE CONTROLS	WORD	US		ORD	REGISTERED	18-Nov-1991	74/222 385	17-Nov-1992	1732505	17-Nov-2012
IP-ICM-M0014	PACEMASTER	WORD	US		ORD	REGISTERED	18-Nov-1991	74/222 419	1-Dec-1992	1736080	1-Dec-2012
IP-ICM-M0016	CLEVELAND-KIDDER	WORD	US		ORD	REGISTERED	22-Feb-1993	74/380753	26-Oct-1993	1800578	26-Oct-2013
IP-ICM-M0018	AXIMATE	WORD	US		ORD	REGISTERED	30-Aug-1994	74/567853	2-May-1995	1956882	2-May-2015
IP-ICM-M0020	CLEVELAND MOTION CONTROLS	WORD	US	01	ORD	REGISTERED	28-Mar-1997	75/265 527	11-May-1999	2244997	11-May-2019
IP-ICM-M0022A	CMC CLEVELAND MOTION CONTROLS 	FIGUR	US	02	ORD	REGISTERED	28-Mar-1997	75/265 528	12-May-1999	2246530	12-May-2019
			US	07	ORD	REGISTERED	29-May-2009	77/747 906	11-May-2010	3786918	

Schedule II

CaseNo.	Mark	Type	City	Sub Case	Type	Status	FileDate	AppNo.	IssueDate	IssueNo.	ExpDate
IP-JCM-M0002	BURNY	WORD	DE		ORD	REGISTERED	14-Feb-1990	1169701	31-Jan-1991	1169701	28-Feb-2020
		WORD	EM		ORD	REGISTERED	1-Apr-1996	000037341	5-Jan-1998	37341	1-Apr-2016
		WORD	FR		ORD	REGISTERED	21-Feb-1990	INP189845	3-Aug-1990	1576694	20-Feb-2020
		WORD	GB		ORD	REGISTERED	15-Feb-1990	1414895	10-Jul-1992	1414895	15-Feb-2017
IP-JCM-M0016	CLEVELAND-KIDDER	WORD	GB		ORD	REGISTERED	21-Nov-1984	1230600		1230600	21-Nov-2015
		WORD	EM		ORD	REGISTERED	10-Apr-1998	794792	25-Oct-1999	000794792	10-Apr-2018

On this 10th day of November, 2012, before me personally appeared

Burt Fealing, known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same on behalf of Cleveland Motion Controls, Inc. for the uses and purposes therein set forth.

Tara Solanki

SEAL

Notary Public

TARA SOLANKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6258621
Qualified in Westchester County
My Commission Expires March 26, 2016

My commission expires _____

On this 10th day of November, 2012, before me personally appeared

George Dalton, known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same on behalf of Kaliburn, Inc. for the uses and purposes therein set forth.

Tara Solanki

SEAL

Notary Public

TARA SOLANKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SO6258621
Qualified in Westchester County
My Commission Expires March 26, 2016

My commission expires _____