

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PDT HOLDINGS, INC.		05/31/2013	CORPORATION: ILLINOIS
PRODUCT DEVELOPMENT TECHNOLOGIES, INC.		05/31/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	PDT ACQUISITION, LLC		
Street Address:	One Corporate Drive		
Internal Address:	Suite 110		
City:	Lake Zurich		
State/Country:	ILLINOIS		
Postal Code:	60047		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2893022	PDT	
Registration Number:	2114868	CAV	
Registration Number:	2893021	PDT PRODUCT DEVELOPMENT TECHNOLOGIES, IN	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312-476-7558		
Email:	ipdocket@lplegal.com		
Correspondent Name:	MARC E. FINEMAN		
Address Line 1:	2 N. LaSalle Street		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	39207-91943		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	10/07/2014		

CH \$90.00 2893022

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into and made effective as of May 31, 2013, between (i) PDT HOLDINGS, INC., an Illinois corporation ("Holdings"), (ii) PRODUCT DEVELOPMENT TECHNOLOGIES, INC., an Illinois corporation ("PDT"), (Each of Holdings and PDT is individually an "Assignor" and collectively the "Assignors,"), and (iii) PDT ACQUISITION, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of May 31, 2013 (the "APA"), between the Assignors and Assignee, Assignee desires to acquire and the Assignors desire to convey all of Assignor's right, title and interest in and to the intellectual property more fully described on Exhibit A attached hereto (collectively, the "Intellectual Property");

WHEREAS, this Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the APA.

NOW, THEREFORE, be it known that for and in consideration of Ten Dollars (US\$10.00), and pursuant to and in accordance with the terms and provisions of the APA, and for the consideration set forth therein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. The Assignors hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby purchases and acquires from the Assignors, all of the Assignor's right, title and interest in, to and under the Intellectual Property. Without limitation of the foregoing, the Assignors hereby further sell, assign, transfer, convey and deliver to Assignee, the Assignors' entire right, title and interest in and to: (a) the trademarks and trademark registrations identified on Exhibit A, including the goodwill associated therewith and including the portions of Assignors' business to which such trademarks pertain, such business being ongoing and existing; (b) the domain name and domain name registration identified on Exhibit A; (c) all applications and registrations for the Intellectual Property, including without limitation the right to apply therefore, and any and all renewals and extensions thereof that may be secured under all laws now or hereafter in force; and, (d) all claims, causes of action and damages by reason of infringement, misappropriation or violation of rights related to any of the foregoing (including without limitation the right to sue for, and to collect damages arising from, past, present or future infringement, misappropriation or violation of rights related to any of the foregoing); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein the Assignors own, possess, or control such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Assignors have in Intellectual Property transferred herein to Assignee, the Assignors hereby waive those rights as to Assignee, and the Assignees' licensees, successors and assigns.

2. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the Assignors, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

3. Further Assurances. As and when requested by any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments and shall take, or cause to be taken, such further or other actions as the other party may reasonably request or as otherwise may be necessary or desirable to evidence and effectuate the consummation of the transactions contemplated by the APA and this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois, without regard to any choice of law or conflict of law rules.

5. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

6. Section Headings. Section headings have been inserted in this Assignment for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Assignment.


7. Relationship to APA. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the APA. In the event of any conflict between the terms of the APA and the terms of this Assignment, the terms of the APA shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the APA.

[Signatures begin on next page]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first above written.


ASSIGNORS:

PDT HOLDINGS, INC

By: 
Name: Paul Casey
Title: Vice President

Address:
c/o TZ Limited
Level 11, 1 Chifley Square
Sydney NSW 2000
Australia
Attn: Mark Bouris

PRODUCT DEVELOPMENT TECHNOLOGIES, INC.

By: 
Name: Paul Casey
Title: Vice President

Address:
c/o TZ Limited
Level 11, 1 Chifley Square
Sydney NSW 2000
Australia
Attn: Mark Bouris

ASSIGNEE:

PDT ACQUISITION, LLC

By: _____
Authorized Signatory

Address:
One Corporate Drive, Suite 110
Lake Zurich, IL 60047

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNORS:

PDT HOLDINGS, INC.

By: _____
Name:
Title:

Address:
c/o TZ Limited
Level 11, 1 Chifley Square
Sydney NSW 2000
Australia
Attn: Mark Bouris

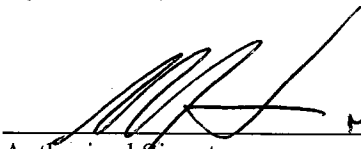
PRODUCT DEVELOPMENT TECHNOLOGIES, INC.

By: _____
Name:
Title:

Address:
c/o TZ Limited
Level 11, 1 Chifley Square
Sydney NSW 2000
Australia
Attn: Mark Bouris

ASSIGNEE:

PDT ACQUISITION, LLC

By:  _____ MICHAEL KUEHN
Authorized Signatory

Address:
One Corporate Drive, Suite 110
Lake Zurich, IL 60047

[Signature Page to Intellectual Property Assignment]

EXHIBIT A – INTELLECTUAL PROPERTY

All of the Assignor's formulae; methods; processes; procedures; plans; technical information; confidential and proprietary information; designs; trade secrets; software; databases; know-how; licenses; telephone numbers; Internet domain names and domain name registrations; patents and patent applications (including without limitation divisions, reissues, subdivisions, continuations, continuations-in-part and prolongations of such patents and patent applications); inventions, ideas, processes, concepts, discoveries and technology whether or not patented or patentable; copyrights in both published and unpublished works; copyright registrations; rights in mask works and mask work registrations; trade names; trademarks, service marks, logos and trade dress, all goodwill associated therewith and the portions of Assignor's business pertaining thereto, such business being ongoing and existing; all materials, applications, registrations (including renewals and extensions thereof), copies, tangible embodiments and any and all other rights in the foregoing; other intangible or intellectual property; and, claims, causes of action and damages by reason of past, present and/or future infringement, misappropriation or violation of rights related to the foregoing, including without limitation, the following:

Trade Names

PDT

PRODUCT DEVELOPMENT TECHNOLOGIES

Trademarks

Trademark: **PDT**
U.S. Reg. No.: 2,893,022
Reg. Date: October 12, 2004

Trademark: **CAV**
U.S. Reg. No.: 2,114,868
Reg. Date: November 18, 1997

Trademark: **PDT PRODUCT DEVELOPMENT
TECHNOLOGIES, INC.**
U.S. Reg. No.: 2,893,021
Reg. Date: October 12, 2004

Domain Names

PDT.COM

PDTSE.COM

PDTTOOLING.COM

INFORMEDINNOVATIONS.COM