

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/20/2013		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIDDINGS & LEWIS MACHINE TOOLS, LLC		11/03/2014	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	MAG IAS, LLC		
Street Address:	2200 Litton Lane		
City:	Hebron		
State/Country:	KENTUCKY		
Postal Code:	41048		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0601287	DAVIS	
CORRESPONDENCE DATA			
Fax Number:	2486894071		
<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:	248-689-3500		
Email:	sjones@reising.com		
Correspondent Name:	Brian L. Ribando		
Address Line 1:	755 West Big beaver rd.		
Address Line 2:	suite 1850		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	8252.3034.001		
NAME OF SUBMITTER:	Brian L. Ribando		
SIGNATURE:	/Brian L. Ribando/		
DATE SIGNED:	11/12/2014		
Total Attachments: 3			
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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), is made by and between Giddings & Lewis Machine Tools, LLC a Limited Liability Company of Wisconsin (the "**Assignor**"), and MAG IAS, LLC, a Limited Liability Company of Delaware (the "**Assignee**").

WHEREAS, the Assignor is the owner of a certain trademark and under the terms of a Contribution Agreement dated as of June 30, 2013 the Assignee is under an obligation to transfer the certain trademark to 5ME IP, LLC; and,

WHEREAS, the Assignor desires to transfer ownership of the certain trademark to the Assignee to enable the Assignee to perform the desired transfer of the certain trademark to 5ME IP, LLC, and Assignor has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of this Trademark License Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, *nunc pro tunc*, having an effective date of **June 20, 2013**, and Assignee hereby accepts, all of Assignor's right, title and interest in and to:

(a) the U.S. trademark registration **601287**, for the mark **DAVIS**, registered January 25, 1955, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner of Patents and Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or to Assignee's designee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Delaware).

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

GIDDINGS & LEWIS MACHINE TOOLS, LLC

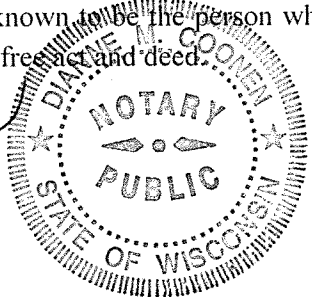
By: [Signature]
Name: Kevin Lichtenberg
Title: President

NOTARIZATION:

State of Wisconsin)
)ss.
County of Fond du Lac)

On this 3rd day of November, 2014 before me a Notary Public in and for said County, personally appeared Kevin Lichtenberg, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

[Signature]
Dianne M. Coonen, Notary Public
My commission expires: 11/9/14



AGREED AND ACCEPTED TO:

MAG IAS, LLC

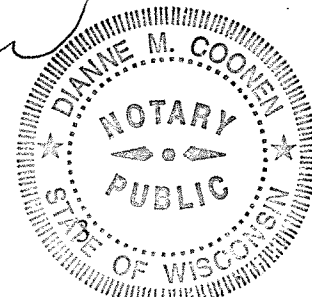
By: [Signature]
Name: Elizabeth Sitterly
Title: Secretary

NOTARIZATION:

State of Wisconsin)
)ss.
County of Fond du Lac)

On this 3rd day of November, 2014 before me a Notary Public in and for said County, personally appeared Elizabeth Sitterly, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

[Signature]
Dianne M. Coonen, Notary Public
My commission expires: 11/9/14



TRADEMARK