

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jasco Tools, Inc.		12/02/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Jasco Tools, LLC		
Street Address:	12955 Inkster Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48130		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1207890	HYDRO TRU NCS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	216.363.4677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
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ATTORNEY DOCKET NUMBER:	37917-1		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	12/09/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of December __, 2014, is made by and between JASCO TOOLS, INC., a New York corporation ("Assignor"), and JASCO TOOLS, LLC, a Michigan limited liability company ("Assignee").

RECITALS:

- A. Assignor is the owner of record of the trademark listed on Schedule A (the "Trademark").
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademark, together with whatever goodwill is associated with the Trademark.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademark.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademark, together with all other goodwill associated with the Trademark, including, but not limited to, any and all rights to register and to renew the Trademark, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademark is to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademark in Assignee, its heirs, successors, assigns or other legal representatives.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademark.
5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

JASCO TOOLS, INC., a New York corporation

By: 

Print Name: Eugene W. Baldino

Title: CEO

ASSIGNMENT ACCEPTED:

ASSIGNEE:

JASCO TOOLS, LLC,
a Michigan limited liability company

By: _____

Print Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

ASSIGNOR:

JASCO TOOLS, INC., a New York corporation

By: _____

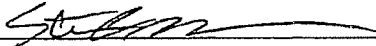
Print Name: _____

Title: _____

ASSIGNMENT ACCEPTED:

ASSIGNEE:

JASCO TOOLS, LLC,
a Michigan limited liability company


By: 

Print Name: STEVEN LADARRE

Title: AUTHORIZED REPRESENTATIVE

EXHIBIT A
TRADEMARK

United States:

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
 HYDRO TRU NCS (stylized)	73325204	1207890	September 14, 1982