

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SST Bearing Corporation		12/22/2014	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SST CONVEYOR COMPONENTS, INC.		
<b>Street Address:</b>	185 COMMERCE BOULEVARD		
<b>City:</b>	LOVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45140		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2965540	FRAME SAVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124074990		
<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>			
<b>Email:</b>	nytrademark@loeb.com		
<b>Correspondent Name:</b>	LOEB & LOEB LLP		
<b>Address Line 1:</b>	345 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10154		
<b>ATTORNEY DOCKET NUMBER:</b>	221329-10004		
<b>NAME OF SUBMITTER:</b>	Tamara F. Carmichael		
<b>SIGNATURE:</b>	/Tamara F. Carmichael/		
<b>DATE SIGNED:</b>	01/05/2015		
<b>Total Attachments: 4</b>			
source=SST IP Assignment Agreement - Final Executed#page1.tif			
source=SST IP Assignment Agreement - Final Executed#page2.tif			
source=SST IP Assignment Agreement - Final Executed#page3.tif			
source=SST IP Assignment Agreement - Final Executed#page4.tif			

CH \$40.00 2965540

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is effective as of December 22, 2014, by SST Bearing Corporation, an Ohio corporation having its place of business at 185 Commerce Boulevard, Loveland, Ohio 45140 ("Assignor"), to and in favor of SST Conveyor Components, Inc., an Ohio corporation having its place of business at 185 Commerce Boulevard, Loveland, Ohio 45140 ("Assignee").

R E C I T A L S:

WHEREAS, Assignor is the owner of all right, title and interest in and to the Patents and Trademarks listed on Schedule I hereto (collectively, the "Intellectual Property"); and

WHEREAS, pursuant to the terms of that certain Stock Purchase and Sale Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among SST Conveyor Acquisition Company LLC, Assignor and C. Winfield Scott, Assignor has agreed to transfer the Intellectual Property to the Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Intellectual Property Assignment.** Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold for the use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest of Assignor in and to, or arising under, all United States and foreign patents and trademarks (together with any registrations, renewals and applications therefor) listed on Schedule I hereto, together with the goodwill of the business in connection with which the Intellectual Property are used and which is symbolized by the Intellectual Property, along with the right to recover for damages and profits for past infringements thereof.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Intellectual Property, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Intellectual Property as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Intellectual Property and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Intellectual Property. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the

Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement and the Purchase Agreement contain the entire understanding of the parties in respect of their subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

4. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law; Dispute Resolutions.** The provisions of Article 9 of the Purchase Agreement are hereby incorporated by reference as if set forth fully herein and shall be binding on the Assignor and the Assignee.

8. **Further Assurances.** Assignor, for itself and its successors and assigns, hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further action, in order to confirm the transfer of the Intellectual Property to Assignee, its successors and assigns, all as Assignee, its successors or assigns, shall reasonably request.

9. **Definitions.** Except as otherwise explicitly provided herein, all capitalized terms shall have the meanings set forth in the Purchase Agreement.

[Signatures on following pages]



Schedule I

Patents

Docket Number	Application Number	Application Date	Title	Status	Publication Number	Patent Number	Grant Date	Assignee
US	13/469,414	May 11, 2012	Roller Inserts For Conveyor Rollers And Roller Assemblies Including The Same	Granted	2012/0285802	8727105	5/20/2014	SST Conveyor Components, Inc.

Trademarks

Holder	Registered Trademark and Country of Registration	Registration Number	Property Covered	Date Registered
SST Bearing Corporation	"FRAME SAVER" United States	2965540	Machine Parts, namely, conveyor rollers	7/12/2005