

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387651

<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>
American Control Electronics, LLC	FORMERLY Hegel Holdings, LLC	09/30/2015	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HTI Technology and Industries, Inc.		
<b>Street Address:</b>	315 Tech Park Drive #100		
<b>City:</b>	LaVergne		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37086		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77788479	AMERICAN CONTROL ELECTRONICS	
<b>Serial Number:</b>	77876934	AMERICAN CONTROL ELECTRONICS ACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	mtily@fdh.com		
<b>Correspondent Name:</b>	Michael Tily		
<b>Address Line 1:</b>	177 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Michael Tily		
<b>SIGNATURE:</b>	/s/ Michael Tily		
<b>DATE SIGNED:</b>	06/13/2016		
<b>Total Attachments: 6</b>			
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source=[Executed] HTI ACE - Trademark and Domain Name Assignment (02121464x7A19E)#page2.tif			
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**TRADEMARK AND DOMAIN NAME ASSIGNMENT**

**THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "Assignment") is entered into as of September 30, 2015, by and between American Control Electronics, LLC, an Illinois limited liability company (formerly known as Hegel Holdings, LLC and to be renamed Hegel Acquisition Company) ("Assignor") to and in favor of HTI Technology and Industries, Inc., a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof by and between Assignee, Assignor and the stockholder of Assignee (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

Recitals:

A. In accordance with the Purchase Agreement, Assignor desires to transfer to Assignee all of Assignor's rights in (i) the trademarks and trademark registrations and registration applications set forth on Exhibit A (the "Trademarks") and (ii) the domain names set forth on Exhibit B (the "Domain Names"), and Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks and the Domain Names, together with all goodwill associated with the Trademarks and the Domain Names.

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 Trademarks and the Domain Names, including the registrations and registration applications therefore and all common law rights and rights in foreign jurisdictions therein, together with all goodwill associated with the Trademarks and the Domain Names, including, but not limited to, any and all rights to register and to renew the Trademarks and the Domain Names, all rights to sue and recover for past, present and future damages and profits for infringement thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances, to have and to hold forever for the sole and exclusive use and benefit of Assignee.

2. As a result of this Assignment, the Trademarks are 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, execute and deliver any agreement, document, certificate or instrument, including any documents for transferring the registrations for said Trademarks, or for said Domain Names as required by any trademark registrar or domain name registrar, and generally do all that may be necessary or desirable to perfect the title to the Trademarks and the Domain Names 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 Trademarks.

5. The representations and warranties of Assignor applicable to the Trademarks and the Domain Names, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

6. This Assignment shall be binding upon the parties, their successors, administrators, and assigns.

7. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to any conflicts of law principles that would require the application of any other Law.

8. 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, or 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.

9. 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.

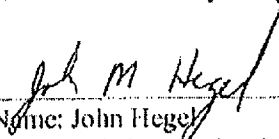
[Signatures on the following page]

**{Signature Page to Trademark and Domain Assignment}**

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

**ASSIGNOR:**

AMERICAN CONTROL ELECTRONICS,  
LLC  
an Illinois limited liability company

By:   
Print Name: John Hegel  
Its: Chief Executive Officer

**ASSIGNMENT ACCEPTED:**

**ASSIGNEE:**

HTI TECHNOLOGY AND INDUSTRIES, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Print Name: John Paul  
Its: President and Chief Executive Officer

[Signature Page to Trademark and Domain Assignment]

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

ASSIGNOR:

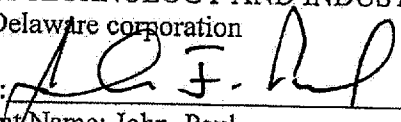
AMERICAN CONTROL ELECTRONICS,  
LLC  
an Illinois limited liability company

By: \_\_\_\_\_  
Print Name: John Hegel  
Its: Chief Executive Officer

ASSIGNMENT ACCEPTED:


ASSIGNEE:

HTI TECHNOLOGY AND INDUSTRIES, INC.  
a Delaware corporation

By:   
Print Name: John Paul  
Its: President and Chief Executive Officer

**Exhibit A**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>
AMERICAN CONTROL ELECTRONICS and Design  AMERICAN CONTROL ELECTRONICS	United States	77788479 July 23, 2009	3909475 January 18, 2011	Hegel Holdings, LLC LIMITED LIABILITY COMPANY ILLINOIS 14300 De La Tour Dr. South Beloit ILLINOIS 61080
AMERICAN CONTROL ELECTRONICS ACE and Design   AMERICAN CONTROL ACE ELECTRONICS	United States	77876934 November 19, 2009	4013054 August 16, 2011	Hegel Holdings, LLC LIMITED LIABILITY COMPANY ILLINOIS 14300 De La Tour Dr. South Beloit ILLINOIS 61080

**Exhibit B**

**Domain Names**

<b>Domain Name</b>
www.americancontrolelectronics.com/
www.minarikdrives.com

**Note: the domain name and tradename of Minarik Drives is under a license agreement with Kaman Industrial Technologies Corporation and Minarik Corporation. Such license agreement (as assigned by the Seller to the Buyer) terminates five (5) years from September 30, 2015.**