

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418106

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WILSON-HURD MFG. CO. | | 02/28/2017 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | NELSON NAME PLATE COMPANY | | |
| Street Address: | 2800 CASITAS AVENUE | | |
| City: | LOS ANGELES | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90039 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1821940 | PIEZOPANEL | |
| Registration Number: | 1712293 | WILSON-HURD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8446706009 | | |
| <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: | 313-223-3006 | | |
| Email: | nzemgulis@dickinsonwright.com | | |
| Correspondent Name: | ADAM J. WALLACE | | |
| Address Line 1: | 500 WOODWARD AVENUE | | |
| Address Line 2: | SUITE 4000 | | |
| Address Line 4: | DETROIT, MICHIGAN 48226 | | |
| ATTORNEY DOCKET NUMBER: | 50275-6 | | |
| NAME OF SUBMITTER: | ADAM J. WALLACE | | |
| SIGNATURE: | /ADAM J. WALLACE/ | | |
| DATE SIGNED: | 03/02/2017 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is delivered by Wilson-Hurd Mfg. Co., a Wisconsin corporation ("Assignor"), for the benefit of Nelson Name Plate Company, a California corporation ("Assignee") and is effective as of February 28, 2017.

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of date hereof (the "Purchase Agreement"); and

WHEREAS, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to assign and Assignee has agreed to assume, among other assets, the Proprietary Rights and any Assumed Liabilities relating to the Proprietary Rights.

NOW, THEREFORE, in consideration of the recitals and of the mutual promises made below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Assignment, unless otherwise defined herein, shall have the meaning assigned to them in the Purchase Agreement.

2. Assignment of Proprietary Rights. On the terms and subject to the conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby assigns, conveys, delivers and transfers to Assignee, and Assignee hereby purchases and takes assignment of and title to, all of Assignor's right, title and interest in and to the Proprietary Rights (including, but not limited to, the trademark applications and registrations listed on Exhibit A hereto and the domain names listed on Exhibit B hereto, including all of the goodwill associated with the use thereof and symbolized thereby and all future proceeds thereof and the rights to sue for past, present and future infringements, and assumes and agrees to fully perform and discharge when due all liabilities related to, arising under or in connection with, the Proprietary Rights, whether arising prior to, or after the Closing Date. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the trademarks included in the Proprietary Rights, including all of the goodwill associated therewith, to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations that may issue with respect to any applications for a trademark or service mark included in the Proprietary Rights, in accordance with this Assignment.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim, remedy, limitation, exclusion or exculpation set forth in the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants and agreements and the indemnities granted by Assignor, all of which are incorporated herein by this reference. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Further Assurances. From time to time, at or following the Closing, Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or requested to fully convey to Assignee all of the properties, rights, titles, interests, powers and privileges in the Proprietary Rights to be conveyed to Assignee under this Assignment and to secure the rights assigned hereby and to obtain and/or transfer trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights; to assure fully to Assignor the assumption of the Assumed Liabilities intended to be assumed by Assignee under this Assignment; and to otherwise make effective as reasonably promptly as practicable the transactions contemplated hereby. Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its reasonable efforts to comply promptly, at Assignee's expense, with all other remaining steps necessary to transfer to Assignee all domain names held by Assignor or by third parties on Assignor's behalf.

5. Successors and Assigns; No Assignment. Neither Assignor nor Assignee may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party except as provided in the Purchase Agreement. Any attempted assignment or delegation without the required consent shall be null and void. Subject to the foregoing, this Assignment shall be binding upon, enforceable against and inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

6. Governing Law. This Assignment and any claims arising out of or relating to this Assignment or the transactions contemplated by this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law principles.

7. Amendment; Waiver. This Assignment may be altered, amended or modified in whole or in part at any time only by a writing signed by Assignor and Assignee. No waiver of any of the provisions of this Assignment shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay by any party in exercising any right, power or privilege under this Assignment shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. No waiver shall be binding unless executed in writing by the party making the waiver, with such writing specifically referring to the term so waived and explicitly making such waiver.

8. Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail will be effective as delivery of a manually executed counterpart of this Assignment.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

WILSON-HURD MFG. CO.
a Wisconsin corporation

By: 

Name: William Siebecker

Title: Chairman and Chief Executive Officer

[INTELLECTUAL PROPERTY ASSIGNMENT]

TRADEMARK
REEL: 006000 FRAME: 0412

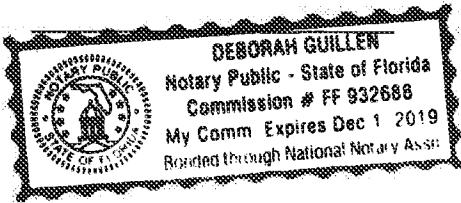
ACKNOWLEDGMENTS

STATE OF Florida)
COUNTY OF Hillsborough) SS:

FL DL# S126-924-37-322-0 Before me a Notary Public in and for said County and State personally appeared, as the Authorized Signatory of Wilson-Hurd Mfg. Co., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 24th day of February 2017.

My Commission expires:



Signed: Deborah Guillen
Printed: Deborah Guillen

[INTELLECTUAL PROPERTY ASSIGNMENT – ACKNOWLEDGMENT]

EXHIBIT A

| Trademark | Application Serial No. | Registration No. | Goods/Services | Application Date | Registration Date | Status |
|------------------|-------------------------------|-------------------------|---|-------------------------|---|---------------|
| PIEZOPANEL | 74334608 | 1821940 | Custom design and manufacture of electronic control panels. | November 25, 1992 | February 15, 1994 and renewed February 22, 2014 | Active |
| WILSON-HURD | 74119355 | 1712293 | Custom Manufacture of decorative and/or instructional panels and/or nameplates for use by original equipment manufacturers. | November 30, 1990 | September 1, 1992 and renewed August 2, 2012 | Active |

EXHIBIT B

Domain Names

| Domain Name | Expiration | Account No. | Account Holder |
|-----------------------------|-------------------|--------------------|-----------------------|
| wilson-hurd.com | April 11, 2018 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilson-hurd.net | April 8, 2018 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurd.com | June 19, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurd.net | April 8, 2018 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdelectronics.com | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdelectronics.net | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdmmedical.com | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdmmedical.net | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdmmetalplastic.com | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdmmetalplastic.net | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdpop.com | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |
| wilsonhurdpop.net | April 21, 2017 | 31163860 | Wilson-Hurd Mfg. Co. |

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