

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430286

<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>
Key Components, Inc.		05/31/2017	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Machinery Components, Inc.		
<b>Street Address:</b>	1833 Downs Drive		
<b>City:</b>	West Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60185		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2009410	POWERMASTER	
<b>Registration Number:</b>	2210889	POWERMASTER	
<b>Registration Number:</b>	3387322	ULTRA TORQUE	
<b>Registration Number:</b>	2492165	XS TORQUE	
<b>Registration Number:</b>	3387326	XS VOLT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127865111		
<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>Phone:</b>	3127865100		
<b>Email:</b>	gmiller@vgmlaw.com		
<b>Correspondent Name:</b>	Gerald M. Miller		
<b>Address Line 1:</b>	33 N. LaSalle Street, Suite 2200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Gerald M. Miller		
<b>SIGNATURE:</b>	/Gerald M. Miller/		
<b>DATE SIGNED:</b>	06/07/2017		
<b>Total Attachments: 3</b>			
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source=Notice of Fulfillment of Conditions#page1.tif

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") is executed and delivered effective the 15<sup>th</sup> day of Nov., 2010, by **KEY COMPONENTS, INC.**, a corporation organized under the laws of the State of Tennessee, as assignor ("Assignor"), for the benefit of and **MACHINERY COMPONENTS, INC.**, a corporation organized under the laws of the State of Illinois, as assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee previously entered into that certain Purchase Agreement, dated as of November 15, 2010 (the "Purchase Agreement"), under which Assignor agreed to sell certain Assets to Assignee;

WHEREAS, Assignee having fully paid the Installment Portion, Assignor now transfers certain personal property to Assignee.

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

1. Defined Terms. For purposes of this Assignment, including, but not limited to, the foregoing recitals, all capitalized terms not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.
2. Transfer. Assignor hereby conveys and assigns all Assignor's right, title and interest in the Trademarks, Domain Name and Patents to Assignee together with all of the goodwill of Assignor's business symbolized by the trademarks included within such Trademarks, Domain Name and Patents. A complete list of the Trademarks, Domain Name and Patents is attached hereto as Exhibit A and incorporated herein by reference.
3. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee.
4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

KEY COMPONENTS, INC.



KENNETH BENNETT

Its: President

Exhibit A  
[ASSIGNMENT OF INTANGIBLE PROPERTY]

**TRADEMARKS**

**U.S. Registered Trademarks:**

1. POWERMASTER, U.S. Reg. No. 2009410
2. POWERMASTER, U.S. Reg. No. 2210889
3. ULTRA TORQUE, U.S. Reg. No. 3387322
4. XS TORQUE, U.S. Reg. No. 2492165
5. XS VOLT, U.S. Reg. No. 3387326

**Common-Law Trademarks:**

1. MASTERTORQUE
2. POWERGEN
3. POWERMAX
4. SMOOTH LOOK
5. INFICLOCK

**DOMAIN NAME & PATENTS**

**Internet Domain Name:**

1. POWERMASTERMOTORSPORTS.COM

**Website:**

The website existing under the above referenced domain name.

**Patents:**

<b>D528,981</b>	Ultratorque center support
<b>D519,124</b>	Ultratorque Block-9426

**KM** **KENNERLY MONTGOMERY**  
*Attorneys & Counselors Since 1916*

*Email: [kstevens@kmfpc.com](mailto:kstevens@kmfpc.com)*

May 31, 2017

Mr. Gerald Miller, Esq.  
Vanasco, Genelly & Miller  
33 North LaSalle Street  
Suite 2200  
Chicago, IL 60602


**Re: Key Components, Inc./Machinery Components, Inc.  
Chicago Title & Trust Company  
Escrow No. F3 210050366**

Dear Gerry:

I am writing to confirm that Machinery Components, Inc. ("MCI") has fulfilled its obligations to Key Components, Inc. ("Key") under the Purchase Agreement dated November 15, 2010. Accordingly, Key hereby authorizes the escrow agent, Chicago Title & Trust Company, to release to MCI all documents held in escrow under Escrow File No. F3 210050366. Thank you for your cooperation in this matter.

Very truly yours,

**KENNERLY, MONTGOMERY & FINLEY, P.C.**

By   
Kevin C. Stevens  
Attorney for Key Components, Inc.

KCS:ces

KENNERLY, MONTGOMERY & FINLEY, P.C.  
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