

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Process Engineering Corporation		08/01/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Asbury CL Acquisition, Inc.		
Street Address:	739 Virginia Road		
City:	Crystal Lake		
State/Country:	ILLINOIS		
Postal Code:	60014		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5107665	PEC FRICTION FIGHTERS	
CORRESPONDENCE DATA			
Fax Number:	8158068366		
<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:	815-278-2448		
Email:	mvarboncouer@varboncouer.com		
Correspondent Name:	Mark Varboncouer		
Address Line 1:	8767 Laraway Road		
Address Line 4:	Frankfort, ILLINOIS 60423		
NAME OF SUBMITTER:	Mark Varboncouer		
SIGNATURE:	/Mark Varboncouer/		
DATE SIGNED:	01/06/2019		
Total Attachments: 4			
source=Assignment of Trademark - Signed (02415692xAA9B3) SIGNED BY BOTH SIDES TO RECORD#page1.tif			
source=Assignment of Trademark - Signed (02415692xAA9B3) SIGNED BY BOTH SIDES TO RECORD#page2.tif			
source=Assignment of Trademark - Signed (02415692xAA9B3) SIGNED BY BOTH SIDES TO RECORD#page3.tif			
source=Assignment of Trademark - Signed (02415692xAA9B3) SIGNED BY BOTH SIDES TO RECORD#page4.tif			

OP \$40.00 5107665

ASSIGNMENT OF TRADEMARK - FOR RECORDATION PURPOSES

This Assignment of Trademark – For Recordation Purposes (this “Trademark Assignment”) is entered into effective as of August 1, 2018 and is delivered in connection with that Asset Purchase Agreement (the “Purchase Agreement”) effective as August 1, 2018, by and between Asbury CL Acquisition, Inc., an Illinois corporation (“Buyer”) on the one hand, and Process Engineering Corporation, an Illinois corporation (“Seller”) and PEC Properties, LLC, an Illinois limited liability company (“PEC Properties LLC”) on the other hand.

The Seller and the Buyer are occasionally referred to herein collectively as the “Parties” and each individually as a “Party”. Capitalized terms used in this Trademark Assignment without definition have the respective meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Seller has delivered this Trademark Assignment signed by the Seller to enable the Buyer to file it with any appropriate Governmental Authority to indicate ownership of the trademark PEC FRICTION FIGHTERS, registered with the U.S. Patent and Trademark Office under Registration No. 5107665 with a registration date of December 27, 2016 (the “Mark”) and for the other purposes set forth herein; and

WHEREAS, this Trademark Assignment supplements and is in addition to all other rights of the Buyer under the Bill of Sale and Assignment and the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this Assignment, the Seller sells, assigns, transfers, conveys, and delivers to the Buyer all of the Seller’s right, title, and interest in and to:

- (a) the Mark; and
- (b) the following properties and rights of the Seller with respect to the Mark:
 - (i) all goodwill of the Seller associated with the business related to the Mark together with all rights of the Seller to use, license and otherwise exploit the Mark;
 - (ii) any and all registrations of the Seller related to the Mark and applications of the Seller for registration in the United States that have been or may be granted or filed, respectively, with respect to such Mark;
 - (iii) all foreign registrations of the Seller related to the Mark that may claim priority based on and correspond to the Mark; and
 - (iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Mark, including without limitation unpaid damages and payments for past, present, and future infringements of the Mark.

This Trademark Assignment is made in connection with the sale of substantially all of the assets of the business to which the Mark relates. As of the date first set forth above, the Buyer has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Mark and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Buyer, in its sole discretion, may elect in relation to the Mark described above.

This Trademark Assignment (a) is irrevocable and effective upon the parties' execution and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature page to this Trademark Assignment in connection with the Closing, if and only if the Closing is completed, and each such document shall be deemed a signed original, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment effective as of the date first set forth above.

SELLER

**PROCESS ENGINEERING
CORPORATION**

BY: Maridelle McKesson
NAME: Maridelle M. McKesson
TITLE: President

APPROVED AND ACCEPTED:

ASBURY CL ACQUISITION, INC.

BY: _____
NAME: Stephen Riddle
TITLE: CEO

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 006517 FRAME: 0960**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment effective as of the date first set forth above.


SELLER

**PROCESS ENGINEERING
CORPORATION**

BY: _____
NAME: Maridelle M. McKesson
TITLE: President

APPROVED AND ACCEPTED:

ASBURY CL ACQUISITION, INC.

BY: 
NAME: Stephen Riddle
TITLE: CEO

[Signature Page to Trademark Assignment]