

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Domaille Engineering, LLC		12/22/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Domaille Engineering, LLC
Street Address:	11 South Meramec
Internal Address:	Suite 1430
City:	Clayton
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3823333	OPTIC CLEANSE
Registration Number:	3948222	OPTICMIZER
Registration Number:	3737834	ABRASAVE

CORRESPONDENCE DATA

Fax Number: 6124927077
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 612-492-7306
 Email: ip@fredlaw.com
 Correspondent Name: John Pickerill
 Address Line 1: 200 South Sixth Street
 Address Line 2: Suite 4000
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	68465.4
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OP \$90.00 3823333

NAME OF SUBMITTER:	John Pickerill
Signature:	/John Pickerill/
Date:	12/11/2013
Total Attachments: 6 source=DOMAILLE ASSIGNMENT#page1.tif source=DOMAILLE ASSIGNMENT#page2.tif source=DOMAILLE ASSIGNMENT#page3.tif source=DOMAILLE ASSIGNMENT#page4.tif source=DOMAILLE ASSIGNMENT#page5.tif source=DOMAILLE ASSIGNMENT#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Assignment") is made and entered into as of December 22, 2011, by and between Domaille Engineering, LLC, a Delaware limited liability company, having a place of business at 7100 Dresser Drive NE, Rochester, Minnesota 55906 ("Assignor"), and Domaille Engineering, LLC, a Missouri limited liability company ("Assignee"), having a place of business at 11 South Meramec, Suite 1430, Clayton, Missouri 63105.

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee and the Owners, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee will purchase the Assets of Assignor, effective as of the date hereof; and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's Intellectual Property Assets, including, without limitation, those items set forth in Appendix A annexed hereto and incorporated herein by this reference, including any and all goodwill associated therewith (all of the foregoing being referred to herein as the "Intellectual Property"); and

WHEREAS, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, all of such Intellectual Property; and

WHEREAS, this Assignment is contemplated by Section 2.7(a)(iv) of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
2. Assignment. On the terms and subject to the conditions of the Purchase Agreement, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, the transfer and assignment of, all right, title, and interest in and to Assignor's Intellectual Property for the territory of the United States of America and all foreign countries, including, without limitation, (i) all rights, interests, claims and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits and damages for past, present and future infringements of the Intellectual Property, including, without limitation, the right to compromise, sue for and collect said royalties, proceeds, profits and damages, (ii) all rights to file both domestic and foreign applications for registration of all such Intellectual Property and other

protection for existing registrations, including renewals and extensions thereof, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Intellectual Property by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Intellectual Property in all countries of the world, including, without limitation, the United States and all of its territories and possessions, and (iv) any and all goodwill associated with the Intellectual Property, the same to be held and enjoyed by Assignee, and its successors and assigns from and after the Closing Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

3. Further Actions. Assignor shall, without further consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to enforce and be duly recorded as the registered owner of the Intellectual Property and all other rights hereby conveyed.

4. Terms of the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

5. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Intellectual Property and to deliver to Assignee, and to Assignee's attorneys, agents, and their respective successors and assigns, all official documents and communications as may be warranted by this Assignment.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Assignment.

7. Binding Effect. This Assignment shall inure to the benefit of Assignee and its successors and assigns, and this Assignment shall be binding upon Assignor and its successors and assigns.

8. Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts-of-laws principles that would require the application of any other law.

9. Execution of Assignment. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the first date written above.

ASSIGNOR:

DOMAILLE ENGINEERING, LLC, a Delaware limited liability company

By: Nancy J. Domaille
Name: Nancy J. Domaille
Title: Chief Executive Officer

STATE OF MINNESOTA)
)
COUNTY OF OLMSTEAD) SS.

On this ____ day of December, 2011, personally appeared Nancy J. Domaille, to me known, who being by me duly sworn did say that she is the Chief Executive Officer of DOMAILLE ENGINEERING, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said company by the authority of its board of managers, and Nancy J. Domaille, as the Chief Executive Officer of said company acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Gregory D. Wegener
Notary Public
My Commission Expires:
Jan, 31 2013



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ASSIGNEE:

DOMAILLE ENGINEERING, LLC, a Missouri limited liability company

By: W.S. Witzofsky
Name: William S. Witzofsky
Title: Manager

STATE OF MISSOURI)
)
COUNTY OF St. Louis) SS.

On this 21st day of December, 2011, personally appeared William S. Witzofsky, to me known, who being by me duly sworn did say that he is the Manager of DOMAILLE ENGINEERING, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company by authority of its board of [managers], and said William S. Witzofsky as the Manager of said company said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Elaina A. Maurer
Notary Public

My Commission Expires:
1/31/2013



[Signature Page of Assignment of Intellectual Property Rights]

Appendix A
Intellectual Property

US PATENTS:

US Patent No.	Title	Status	Assignee of Record
7738760	Optical Polishing Fixture	Issued	Seller
D474212	Polisher	Issued	Seller

US PATENT APPLICATIONS:

US App. No.	Title	Status	Assignee of Record
12/630483	Optical Fiber Polishing Machines, Fixtures and Methods	Pending	Seller
29/330171	Mounting Platform for Polishing Machine	Pending	Seller
10/101573	Polisher	Abandoned (2006)	Seller
60/896714	Optical Polishing Fixture	Expired (2008)	None
61/119880	Optical Polishing Fixture and Methods	Expired (2009)	None
61/162317	Optical Polishing Fixture Cleaning Apparatus	Expired (2010)	Seller

FOREIGN PATENT APPLICATIONS:

App/Pub No.	Country	Title	Status	Applicant of Record
PCT/US03/07045	WO	Polisher with a Load Control System	Inactive	Seller
2003225708	Australia	Polisher with a Load Control System	Lapsed	Seller
(unknown)	Japan	(unknown)	Withdrawn	(unknown)

U.S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS:

Trademark	Status	Registration No.	Registration Date
OPTIC CLEANSE	Registered	3823333	July 20, 2010
OPTICMIZER	Registered	3948222	April 19, 2011
ABRASAVE	Registered	3737834	January 12, 2010