

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aero Hardware & Supply, Inc.		10/01/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Motion Industries, Inc.		
Street Address:	1605 Alton Road		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3546055	HYDRAULIC SUPPLY COMPANY HSC	
Registration Number:	2243080	VIPERFLEX	
Registration Number:	4658809	PCA PNEUMATIC CONTROL & AUTOMATION	
Registration Number:	4763474	INDUSTRIAL GLOBAL SALES	
Registration Number:	4302107	SUNRISE HOSE	
CORRESPONDENCE DATA			
Fax Number:	7709531358		
<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:	678-384-7443		
Email:	go@hkw-law.com		
Correspondent Name:	Gregory T. Ourada		
Address Line 1:	3350 Riverwood Pkwy, Suite 800		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Gregory T. Ourada		
SIGNATURE:	/Gregory T Ourada/		
DATE SIGNED:	10/03/2018		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made by Aero Hardware & Supply, Inc. ("**Assignor**"), a Florida corporation, located at 300 International Parkway, Sunrise, Florida 33325, in favor of Motion Industries, Inc. ("**Assignee**"), a Delaware corporation, located at 1605 Alton Road, Birmingham, Alabama 35210, the assignee of the following registered marks (the "**Trademarks**"):

Trademark	Jurisdiction	Status
HYDRAULIC SUPPLY COMPANY HSC 	US	REGISTERED SN No.: 77332693 FD: 11-19-2007 Reg. No.: 3546055 RD: 12-16-2008 Next Renewal: 12-17-2018
VIPERFLEX 	US	REGISTERED SN No.: 75121364 FD: 06-07-1996 Reg. No.: 2243080 RD: 05-04-1999 Next Renewal: 05-06-2019
PCA PNEUMATIC CONTROL & AUTOMATION 	US	REGISTERED SN No.: 86246801 FD: 04-09-2014 Reg. No.: 4658809 RD: 12-23-2014 Next Renewal: 12-23-2019
INDUSTRIAL GLOBAL SALES 	US	REGISTERED SN No.: 86379444 FD: 08-28-2014 Reg. No.: 4763474 RD: 06-30-2015 Next Renewal: 06-30-2020

<p style="text-align: center;">SUNRISE HOSE</p> <p style="text-align: center; font-size: 24pt; font-weight: bold;">Sunrise Hose</p>	<p>US</p>	<p>REGISTERED SN No.: 85355888 FD: 06-24-2011 Reg. No.: 4302107 RD: 03-12-2013 Next Renewal: 03-12-2019</p>
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NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, the federal trademark registrations thereof, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments to vest in Assignee all right, title, and interest in and to the Trademarks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

3. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement dated September 18, 2018, among Assignor, Assignee, and the other parties named therein.

4. This Trademark Assignment shall be controlled by the laws of the State of Florida without giving effect to its conflicts of laws principles.

5. This Trademark Assignment may be executed by the Parties in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date provided below.

Aero Hardware & Supply, Inc.

Date: October 1, 2018

By: 

Name: James H. Inglis

Title: CEO

[Signature Page to Trademark Assignment Agreement]