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
Paceco Corp.		10/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HKI Systems and Service LLC	
Street Address:	25503 Whitesell Street	
City:	Hayward	
State/Country:	CALIFORNIA	
Postal Code:	94545	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3895429	CAS
Registration Number:	3905681	THOCR

CORRESPONDENCE DATA

Fax Number: 4159891663

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (415)391-4800 Email: tm@cpdb.com Correspondent Name: Karen S. Frank Address Line 1: 83 Kensington Road

Address Line 4: Kensington, CALIFORNIA 94111

NAME OF SUBMITTER:	Karen S. Frank
Signature:	/ksf/
Date:	10/11/2013

TRADEMARK REEL: 005129 FRAME: 0966

Total Attachments: 4

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TRADEMARK REEL: 005129 FRAME: 0967

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and effective as of October 1, 2013 (the "Effective Date") by PACECO Corp., a Delaware corporation having a principal place of business at 25503 Whitesell St., Hayward, California 94545 ("Assignor").

RECITALS

WHEREAS, Assignor has adopted, is using, or intends to use the trademarks identified in Exhibit A attached hereto, and is the owner of the trademarks, trademark registrations, and/or applications for registration identified in Exhibit A attached hereto (the "Marks");

WHEREAS, Assignor and HKI Systems and Service LLC, a Delaware limited liability company having a principal place of business at 25503 Whitesell Street, Hayward, CA 94545 ("Assignee"), have entered into that certain Asset Purchase Agreement dated as of October 1, 2013 (the "Asset Purchase Agreement"); and

WHEREAS, it is a condition to closing the transactions contemplated by the Asset Purchase Agreement that Assignor execute and deliver this Assignment to Assignee in connection with the sale, transfer and conveyance by Assignor to Assignee of Assignor's right, title and interest to the Marks under the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the good and valuable consideration that Assignor receives from Assignee under the Asset Purchase Agreement, the receipt and sufficiency of which consideration Assignor hereby acknowledges:

- 1. Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire worldwide right, title and interest of Assignor (a) in, to and under the Marks (including without limitation, rights to damages and payments for past, present and future infringements or misappropriations), together with the goodwill of the business symbolized by the Marks; and (b) in, to and under all rights to apply in any or all countries of the world for trademarks or other governmental grants on the Marks, including the right to apply for trademark protection pursuant to any and all trademark conventions, treaties, agreements or understandings.
- 2. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States (and all foreign officials, whose duty it is to register trademarks) to record Assignee as the owner of the Marks, to the same extent as held by Assignor, and to issue the Certificates of Registration for the Marks in the name of Assignee, as assignee of the Marks.
- 3. Assignor hereby covenants and agrees to cooperate as commercially reasonable (and at Assignee's expense) with Assignee to enable Assignee to exercise all the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include executing any petitions, oaths, specifications, declarations or other papers, and any other assistance reasonably necessary for perfecting in Assignee the right, title and interest herein conveyed.
- 4. Assignor hereby represents and warrants that Assignor has not entered and will not enter into any assignment, contract or understanding that would result in the assignment of

15322.001 254623601 PALOALTO/139131.1 less than the entire right, title and interest to the Marks assigned hereby.

5. The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and legal representatives.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed on its behalf by its duly authorized officer as of the Effective Date.

ASSIGNOR

PACECO Corp.

Name: Hidehiko Fyisawa.

Tille: Trophylet & Sectetly

State of California) County of Alameda)

On 10.10, 2013, before me, <u>NISTA UNA MANA While</u> personally appeared th'almin full to the person(s) whose name(s) stare subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and afficial seal.

Signature (Seal)

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Commission et 1897657

Notary Public - California

Alameda County

My Comm. Expires Jul 30, 2014

EXHIBIT A

MARKS

U.S. Registered Trademarks

Trademark	Registration Number	Registration Date
CAS	3,895,429	December 21, 2010
THOCR	3,905,681	January 11, 2011

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RECORDED: 10/11/2013

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