

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
Strategic Equipment and Supply Corporation		02/14/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SESC Acquisition, Inc.		
Street Address:	8360 East Via de Ventura Suite L200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2817868	STRATEGIC	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127562388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel Angel, Esq. (025983/0112)		
Signature:	/sas for da/		
Date:	03/28/2005		

CH \$40.00 2817868

Total Attachments: 1

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**TRADEMARK
 REEL: 003053 FRAME: 0913**

TRADEMARK ASSIGNMENT
("STRATEGIC (AND DESIGN)")

This Trademark Assignment is made by Strategic Equipment and Supply Corporation, a Delaware corporation ("Assignor"), in favor of SESC Acquisition, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the registered owner of the trademark registration for "STRATEGIC (and design)," registration number 2817868 (registered February 24, 2004) (the "Mark"); and


WHEREAS, Assignor desires to assign and Assignee desires to acquire any and all rights that Assignor may have in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, including the right to recover for damages and profits for past infringements of the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, including the right to recover for damages and profits for past infringements of the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This Assignment is effective as of February 14, 2005; however, if any governmental authority finds that this Assignment does not comply with the Trademark Act then it shall automatically be considered effective as of a date that will comply with the Trademark Act.

Strategic Equipment and Supply Corporation

By: 
Name: KEVIN P. BRUCE
Title: PRESIDENT + CEO

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