

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
Bunzl Distribution MidAtlantic, LLC		11/09/2005	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bunzl Distribution USA, Inc.		
Street Address:	701 Emerson Road		
Internal Address:	Suite 500		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78376227	WEISS BROTHERS TOTAL COST SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-6000		
Email:	wboldtcohen@blackwellsanders.com		
Correspondent Name:	Wendy Boldt Cohen		
Address Line 1:	720 Olive St.		
Address Line 2:	24th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	706584.206		
NAME OF SUBMITTER:	Wendy Boldt Cohen		
Signature:	/Wendy Boldt Cohen/		

OP \$40.00 78376227

Date:

11/14/2005

Total Attachments: 2

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ASSIGNMENT

WHEREAS, Bunzl Distribution Midatlantic, LLC, a limited liability company organized and existing under the laws of Pennsylvania, with its principal office and place of business at 101814 Northeast Ave., Philadelphia, PA 19116, ("Assignor"), is the sole owner of the entire right, title and interest in and to the mark WBTCs and U.S. Application Serial No. 78/376,227 for WEISS BROTHERS TOTAL COST SYSTEM (collectively known as the "Mark"), together with the goodwill of the business in connection with which the Mark is used; and

WHEREAS, Bunzl Distribution USA, Inc., a corporation organized and existing under the laws of Delaware, with its principal office and place of business at 701 Emerson Road, Suite 500, St. Louis, MO 63141 ("Assignee"), is desirous of acquiring the 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

WHEREAS, Assignor desires to transfer all its right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns 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, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States or any official of any country or countries foreign to the United States whose duty it is to register trademarks to record Assignee as the assignee and owner of the Mark. Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment.

If any provision of this Agreement is, becomes or is deemed invalid or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable law so as to be valid, legal and enforceable in such jurisdiction so deeming. If such provision cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall continue in full force and effect.

This Agreement contains the entire agreement and understanding between the parties and supersedes any previous agreement and understanding, written or oral, relating to the subject matter of this Agreement.

This Agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns. Assignor agrees to execute any other documents necessary to confirm the assignment set forth herein.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and recordation of this Assignment.

This assignment is effective as of 9th day of November, 2005.

Assignor: Bunzl Distribution Midatlantic, LLC

By: 

Printed Name: DANIEL LETT

Title: Secretary