

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Consent and Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlas Supply Company		05/28/1998	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hunter TBA, Inc.		
<b>Street Address:</b>	4650 N. Port Washington Road		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53212		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1042177	WORRY-FREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(414) 297-5723		
<b>Email:</b>	ptomailmilwaukee@foley.com		
<b>Correspondent Name:</b>	Richard J. McKenna		
<b>Address Line 1:</b>	Foley & Lardner LLP		
<b>Address Line 2:</b>	777 E. Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5306		
<b>NAME OF SUBMITTER:</b>	Jill M. Schenk		
<b>Signature:</b>	/Jill M. Schenk/		
<b>Date:</b>	05/05/2006		

OP \$40.00 1042177

Total Attachments: 1

**900048355**

**TRADEMARK  
 REEL: 003303 FRAME: 0724**



**CONSENT AND AGREEMENT**

This Consent and Agreement made and entered into as of the 28<sup>th</sup> day of May, 1998, by and between Hunter TBA, Inc., a Wisconsin corporation ("Hunter") and Atlas Supply Company, a Delaware corporation ("Atlas").

**WITNESSETH:**

WHEREAS, Atlas is indebted to Fleet Capital Corporation ("Fleet") pursuant to the terms of a Loan and Security Agreement dated May 14, 1997, between Fleet and Atlas (the "Credit Agreement"); and

WHEREAS, Atlas defaulted under the terms of the Credit Agreement, Fleet accelerated all of Atlas' indebtedness thereunder, and Fleet intends to foreclose on certain collateral securing such indebtedness and to sell the same pursuant to Article 9 of the Uniform Commercial Code; and

WHEREAS, Hunter has entered into an Asset Purchase Agreement dated May 28, 1998 (the "Asset Purchase Agreement") with Fleet pursuant to which Hunter will, subject to certain conditions, including the consent of Atlas, purchase certain of the assets of Atlas at or after such foreclosure sale and assume certain warranty liabilities of Atlas;

NOW, THEREFORE, in consideration of the above premises, and in order to induce Hunter to enter into the Asset Purchase Agreement and assume certain warranty obligations of Atlas pursuant to the terms of the Asset Purchase Agreement, Atlas hereby:

1. Consents to the terms of the Asset Purchase Agreement and the sale of the Conveyed Assets (as defined in the Asset Purchase Agreement) by Fleet to Hunter thereunder.
2. Agrees to cease making any use of the name "Atlas" or any other name confusingly similar thereto, except as may be necessary for Atlas to pay its liabilities, prepare tax returns and other reports, and to otherwise wind up and conclude its business.
3. Agrees to hold the terms of the Asset Purchase Agreement and the transactions contemplated thereby in strict confidence, except to the extent such terms are required by law or legal process to be disclosed and to the extent necessary to respond to the inquiries of creditors.

IN WITNESS WHEREOF, Atlas has executed this Agreement as of the day and year first above written.

ATLAS SUPPLY COMPANY

By: [Signature]  
Title: REGISTRAR + CFO