

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/18/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fry's Metals, Inc.		12/18/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	E-Z Weld, Inc.
Street Address:	1661 Old Dixie Highway
City:	Riviera Beach
State/Country:	FLORIDA
Postal Code:	33404
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1045677	E-Z WELD
Registration Number:	2674277	E-Z BLUE THE PIPELINE ENFORCER

CORRESPONDENCE DATA

Fax Number: (212)575-0671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: TRADEMARK@CLL.COM
 Correspondent Name: Antonio Borrelli
 Address Line 1: 1133 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	27512/AXB;BCZ
NAME OF SUBMITTER:	Antonio Borrelli
Signature:	/Antonio Borrelli/

OP \$65.00 1045677

Date:

03/19/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of the 18th day of December, 2006, between Fry's Metals, Inc., a corporation organized under the laws of the State of Delaware, U.S.A. and having principal offices at 600 Route 440, Jersey City, New Jersey 07304, U.S.A. (hereinafter "Assignor"), and E-Z Weld, Inc., a Florida organized under the laws of the State of Florida, U.S.A. and having offices at 1661 Old Dixie Highway, Riviera Beach, Florida, U.S.A., (hereinafter "Assignee").

WHEREAS, Assignor owns the right, title and interest in, to and under any trademarks, trademark registrations, trademark renewals, affirmations and trademark applications (the "Trademarks"), which are specifically identified and listed in Schedule A, attached hereto, incorporated herein and made a part hereof, and the goodwill associated with the same;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in, to and under the Trademarks, specifically identified and listed in Schedule A;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which by Assignor is hereby acknowledged and intending to be legally bound hereby, the Assignor does hereby assign, transfer and set over unto the Assignee its entire right, title, and interest in, to and under: (i) the Trademarks of the Assignor as set forth in Schedule A, and (ii) all renewals and extensions thereof, together with any and all goodwill relating to the business in connection with which the Trademarks are used, for the use and enjoyment of the Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made; and

ASSIGNOR HEREBY AUTHORIZED AND REQUESTS the respective Trademark Offices to record the Assignee as the owner of the Trademarks and to grant any and all trademark registrations and renewals arising from the Trademarks to Assignee; and

ASSIGNOR FURTHER AGREES that Assignor will, upon the request of the Assignee, promptly execute and deliver to Assignee such further assignments and all papers, instruments or affidavits to effect fully this Assignment and as required or useful to apply for, maintain, issue and enforce the Trademarks; and

ASSIGNOR FURTHER SELLS, ASSIGNS, TRANSFERS AND SETS OVER unto the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, the right to recover for any past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.

This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

In witness of this Assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:
FRY'S METALS, INC.

By: [Signature]
Name: ROBERT R. LANDRY
Title: Authorized Signatory

STATE OF Rhode Island
COUNTY OF Providence) SS:

The foregoing instrument was acknowledged before me in the City of Providence this 21st day of December, 2006, by Robert R. Landry of Fry's Metals Inc., a Delaware, U.S.A. corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:
June 1, 2008

ASSIGNEE:
E-Z WELD, INC.

By: Dennis Wagner
Name: Dennis Wagner
Title: Sec.

SCHEDULE A

Mark

U.S. Registration Number

E-Z WELD
E-Z BLUE THE PIPELINE ENFORCER

1,045,677
2,674,277