

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
BRP Manufacturing Company		02/16/2001	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	HBD Industries, Inc.		
Street Address:	5200 Upper Metro Place, Suite 110		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1418366	BELLOWSFLEX	
CORRESPONDENCE DATA			
Fax Number:	(513)489-6030		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-469-0470		
Email:	amangels@fuse.net		
Correspondent Name:	Alfred J. Mangels		
Address Line 1:	4729 Cornell Road		
Address Line 4:	Cincinnati, OHIO 45241-2433		
ATTORNEY DOCKET NUMBER:	BELLOWSFLEXASN		
NAME OF SUBMITTER:	Alfred J. Mangels		
Signature:	/Alfred J. Mangels/		
Date:	01/03/2008		

CH \$40.00 1418366

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of the 16th day of February, 2001 from BRP Manufacturing Company, an Ohio corporation ("Assignor"), to HBD Industries, Inc., a Delaware corporation ("Assignee").

WHEREAS, the Assignor is the owner of the trademarks and the registrations shown on the attached Exhibit A, and the goodwill in connection therewith (collectively, the "Marks"); and

WHEREAS, the Assignee desires to acquire the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee effective this 16th day of February, 2001 ("Asset Purchase Agreement"), Assignor has agreed to assign all its right, title and interest in the Marks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor hereby sells, assigns and transfers unto the Assignee, good and marketable title to and under the Marks, together with the goodwill connected with the use of and symbolized by said Marks free and clear of all claims, liens, mortgages, charges, security interests, encumbrances or restrictions of any kind or nature.

Assignor will, at any time and from time to time, upon request of Assignee, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be reasonably required for the assigning, assuring and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Marks. Capitalized terms not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, this Trademark Assignment is executed on this 16th day of February, 2001.

BRP MANUFACTURING COMPANY

By:

Name:

Rendall L. House

Title:

President

MAL
2/15/01

EXHIBIT A

Registered Trademarks --

BELLOWSFLEX
FUEL-FLEX

Reg. No. 1418366
Reg. No. 1420040

Unregistered Trademarks --

SILCOFLEX
MARINER
BUCKEYE
ARTICFLEX
CHEMX
SAHARA
SUCTION E

MTC
2/15/01