

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
GENERAL ELECTRIC COMPANY		08/06/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	INTERNATIONAL ELECTRIC SUPPLY CORP.		
Street Address:	6606 LBJ Freeway, #200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2564954	MOTORDIRECT	
Registration Number:	1505116	XPD 2	
Registration Number:	2604955	SUPPLYSCAN	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	LAWRENCE E. APOLZON		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	IESC 08/06809		
NAME OF SUBMITTER:	Lawrence E. Apolzon		

CH \$90.00 2564954

Signature:	/anca nicolescu/
Date:	04/08/2008
Total Attachments: 6 source=Assignment Deed - International Electric Supply Corp (F0253254)#page1.tif source=Assignment Deed - International Electric Supply Corp (F0253254)#page2.tif source=Assignment Deed - International Electric Supply Corp (F0253254)#page3.tif source=Assignment Deed - International Electric Supply Corp (F0253254)#page4.tif source=Assignment Deed - International Electric Supply Corp (F0253254)#page5.tif source=Assignment Deed - International Electric Supply Corp (F0253254)#page6.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), as of August [], 2006, by GENERAL ELECTRIC COMPANY, a New York corporation, acting through its Consumer & Industrial business unit, having a principal place of business at 3135 Easton Turnpike, Fairfield, CT 06828, United States ("Assignor"), and International Electric Supply Corp., a Delaware corporation, having a principal place of business at 6606 LBJ Freeway, #200, Dallas, Texas, TX 75240, United States ("Assignee").

WHEREAS, in connection with the Purchase Agreement, dated July 10, 2006, between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to execute and deliver this Assignment (capitalized terms used herein without definition are used as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of the trademark registrations set forth on Exhibit A hereto, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, or the Office of Corporations and Trademarks, Department of State of the Commonwealth of Puerto Rico, as applicable (collectively, the "Assigned Marks"); and

WHEREAS, Assignor wishes to sell to Assignee, and Assignee wishes to purchase from Assignor the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Effective upon Closing, Assignor does hereby sell, convey, assign, transfer and deliver, or shall cause to be sold, conveyed, assigned, transferred or delivered to Assignee, (i) all right, title and interest in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business symbolized thereby, and (ii) all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, but not limited to, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or its and their respective legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Assigned Marks.

3. At any time after the Closing Date, Assignor shall execute and deliver, or shall cause to be executed and delivered, at Assignee's expense, such documents and other papers and shall take, or shall cause to be taken, such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

4. This Assignment shall be governed by, and construed in accordance with, the Laws of the United States, in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the Laws of the State of New York, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules would require or permit the application of the laws of another jurisdiction.

5. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be as effective as delivery of a manually executed counterpart of any such agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed as of the date first written above by its duly authorized officer.

GENERAL ELECTRIC COMPANY, acting
through its Consumer & Industrial business
unit

By:  CEO
Name:
Title:

Acknowledged and Accepted:

INTERNATIONAL ELECTRIC SUPPLY CORP.

By: _____
Name:
Title:

Assignment of Trademarks

TRADEMARK
REEL: 003755 FRAME: 0260

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed as of the date first written above by its duly authorized officer.

GENERAL ELECTRIC COMPANY, acting
through its Consumer & Industrial business
unit

By: _____
Name:
Title:

Acknowledged and Accepted:

INTERNATIONAL ELECTRIC SUPPLY CORP.

By: *[Signature]*
Name: *RICHARD S. WINTERMAN*
Title: *Exec VP + CEO*

ACKNOWLEDGMENT

STATE OF NEW YORK)

:SS:

COUNTY OF)

On Aug. 1st, 2006 before me, the undersigned, personally appeared
James P. Campbell

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

By:

Patricia J. Thomas

Name: Patricia L. Thomas

Title: Notary Public

My Commission Expires: 9-11-07

Assignment of Trademarks

EXHIBIT A

Assigned Marks

1. MOTOR DIRECT, US Registration No. 2,564,954
2. XPD 2 plus Design, US Registration No. 1,505,116
3. SUPPLYSCAN, US Registration No. 2,604,955
4. GESCO, Puerto Rico Registration No.22,393