

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Consent and Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlas Supply Company		05/28/1998	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hunter TBA, Inc.		
Street Address:	4650 N. Port Washington Road		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53212		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0512128	A	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-297-5723		
Email:	ptomailmilwaukee@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
ATTORNEY DOCKET NUMBER:	074213-0172		
NAME OF SUBMITTER:	Jill M. Schenk		
Signature:	/Jill M. Schenk/		
Date:	05/07/2008		

OP \$40.00 0512128

Total Attachments: 1
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CONSENT AND AGREEMENT

This Consent and Agreement made and entered into as of the 28th 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: 

Title: President + CEO

TRADEMARK