## 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
Industrial Holdings, Inc.		12/17/2001	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	Beaird Industries, Inc.	
Street Address:	601 Benton Kelly Street	
City:	Shreveport	
State/Country:	LOUISIANA	
Postal Code:	71106	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2600555	MAXIM

## **CORRESPONDENCE DATA**

Fax Number: (713)275-3419

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 713-275-3400

Email: kenyetta.green@buskoplaw.com

Correspondent Name: Wendy K. B. Buskop

Address Line 1: 4511 Dacoma Street

Address Line 4: Houston, TEXAS 77092

ATTORNEY DOCKET NUMBER:	1348.003 TMK ASSIGNMENT
NAME OF SUBMITTER:	Wendy K. B. Buskop
Signature:	/wkbb/
Date:	01/29/2009

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Total Attachments: 3 source=Signed Beaird Assignment#page1.tif source=Signed Beaird Assignment#page2.tif source=Signed Beaird Assignment#page3.tif

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Industrial Holdings, Inc., a Texas corporation ("Seller") has sold all of the common stock of Beaird Industries, Inc., a Delaware corporation ("Beaird") to Beaird Acquisition, LLC, a Delaware limited liability company ("Buyer") as assignee of Donald Carlin and Robert E. Cone under that certain Stock Purchase Agreement dated as of November 15, 2001 (the "Agreement"); and

WHEREAS, the Seller ("Assignor") is the owner of certain right, title and interest in and to certain United States federal trademark and service applications that related to the business conducted by Beaird (collectively, the "Assets") as listed in Schedule A; and

WHEREAS, the Buyer ("Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to the Assets; and

NOW, THEREFORE, for the consideration, set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

- 1. The Assignor does hereby sell, convey, assign and transfer to the Assignee the entire right, title and interest in, to and under all Assets, together with the goodwill of the business symbolized by such Assets, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Assets, these rights to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.
- 2. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.
- 3. The Assignor hereby covenants and agrees that it will reasonably cooperate with the Assignee to enable the Assignee to enjoy, to the fullest extent, the right, title and interest herein conveyed; provided, however, that the expense incurred by Assignor in providing such cooperation shall be paid for by the Assignee.
- 4. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its successors and assigns.
- 5. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

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IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of this 17th day of December 2001.

INDUSTRIAL HOLDINGS, INC.

Christine A. Smith, Executive Vice President

STATE OF TEXAS

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COUNTY OF HARRIS

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On this A god December 2001, before me appeared Christine A. Smith, who being by me duly sworn, did say that she is the Executive Vice President of Industrial Holdings, Inc., a corporation of the State of Texas, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority form such corporation and that the foregoing Assignment was a free and voluntary act and deed.

DEBORAH K BONBEFAS
Notary Public
State of Texas
My Commission Expires
January 28, 2006

Notary Public Signature

# SCHEDULE A

## Federal Trademarks

Serial No.	Filing Date	Mark/Title
76/185,207	12/21/2000	Maxim
76/177,498	12/07/2000	Maxim
76,177,497	12/07/2000	Silencer

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**RECORDED: 01/29/2009** 

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