

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/19/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C&W Manufacturing, Inc.		12/19/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	RSCFM, Inc.
Street Address:	10427 Electric Avenue
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37932
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1666429	FENCEMASTER

CORRESPONDENCE DATA

Fax Number: (865)584-0104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 865-584-0105
 Email: MLDTrademarks@pitts-brittian.com
 Correspondent Name: Pitts and Brittian, P.C.
 Address Line 1: P. O. Box 51295
 Address Line 4: Knoxville, TENNESSEE 37950-1295

ATTORNEY DOCKET NUMBER:	33133.80
NAME OF SUBMITTER:	Melinda L. Doss
Signature:	/melindaldoss/

Date:

02/12/2009

Total Attachments: 3

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SUPPLEMENTAL ASSIGNMENT AGREEMENT

This SUPPLEMENTAL ASSIGNMENT AGREEMENT is dated and entered into effective December 19, 2005 by and between RSCFM, INC. (now FENCEMASTER, INC. pursuant to Articles of Amendment to the Charter of RSCFM, INC. duly adopted on December 19, 2005, and recorded with the Secretary of State of Tennessee and deemed effective on December 29, 2005), a Tennessee corporation (hereinafter "Assignee"), and C&W MANUFACTURING, INC., a Tennessee corporation (hereinafter "Assignor").

Recitals

WHEREAS, the parties hereto entered into an Asset Purchase Agreement dated December 19, 2005 pursuant to which Assignee did purchase from Assignor certain assets of Assignor;

WHEREAS, pursuant to the terms of the above-referenced Asset Purchase Agreement, the parties hereto did enter into an Assignment Agreement dated December 19, 2005 to consummate the transactions contemplated by the Asset Purchase Agreement; and

WHEREAS, the parties agreed to enter into this SUPPLEMENTAL ASSIGNMENT AGREEMENT, which is effective December 19, 2005.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. The Recitals set forth above are part of this SUPPLEMENTAL ASSIGNMENT AGREEMENT and incorporated herein by reference.

2. This SUPPLEMENTAL ASSIGNMENT AGREEMENT is effective as of December 19, 2005.

3. Assignor hereby assigns, transfers and conveys to Assignee nunc pro tunc effective December 19, 2005, and hereby further , assigns, transfers and conveys to Assignee, the following:

Assignor's entire right, title and interest in and to the registered and common law trademarks and service marks used in its business, including, without limitation, those listed on **EXHIBIT A** attached hereto and incorporated herein by reference (hereinafter "the TRADEMARKS"), said right, title and interest in and to the TRADEMARKS including, without limitation, all right, title and interest in and to any and all U. S., foreign and/or international trademark registrations that have issued or may issue thereupon, all common law rights in and to the TRADEMARKS, all rights of action for past and future infringement of the TRADEMARKS, all causes of action and claims for past damages with respect to the TRADEMARKS, all goodwill associated with the

TRADEMARKS, and the goodwill of the business in connection with which the TRADEMARKS have been used.

4. Assignor agrees to execute and deliver to Assignee any and all additional documents that may be necessary and/or desirable to properly perfect or record the rights transferred to Assignee herein.

5. This SUPPLEMENTAL ASSIGNMENT AGREEMENT shall be binding upon, and inure to the benefit of, the successors and assigns of Assignee.

6. This SUPPLEMENTAL ASSIGNMENT AGREEMENT shall be construed pursuant to, and governed by, the substantive laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RSCFM, INC.

By: 

Printed Name: Chris Chan Cook

Title: CEO

Date: 2/28/08

C&W MANUFACTURING, INC.

By: 

David Perkins, President

Date: 12-19-07

EXHIBIT A

1. FENCEMASTER – U. S. Trademark Registration No. 1666429
2. GREAT DANE
3. CONDO KENNEL
4. SUNBLOCK TOP
5. E-Z ROOF
6. EZ ROOF
7. All other registered and common law trademarks and service marks used in Assignor's business