

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
Dixie-Pacific Manufacturing Company, Inc.		02/22/2008	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Fypon, Ltd.		
Street Address:	960 West Barre Road		
City:	Archbold		
State/Country:	OHIO		
Postal Code:	43502		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2835375	QUICKPOST	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Juliet P. Castrovinci		
Address Line 1:	Calfee, Halter & Griswold LLP		
Address Line 2:	800 Superior Avenue, Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	27475/11150		
NAME OF SUBMITTER:	Juliet P. Castrovinci		
Signature:	/Juliet P. Castrovinci/		

CH \$40.00 2835375

Date:

02/17/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of February 27, 2008 (this "Assignment") by and between DIXIE-PACIFIC MANUFACTURING COMPANY, INC., an Alabama corporation (together with its successors and permitted assigns, "Assignor"), and FYPON, LTD., an Ohio corporation (together with its successors and permitted assigns, "Assignee").

RECITALS:

WHEREAS, those certain common law trademarks described on Schedule A hereto along with any logos or stylizations used for those trademarks and any registrations or applications therefor (the "Trademarks") are owned and used by Assignor.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to acquire from Assignor, Assignor's right, title and interest in the Trademarks together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of \$1 and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby sells, assigns, conveys, grants and transfers to Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States and every other country where Assignor has rights in any of the Trademarks, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions (or any legal equivalent) thereof for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement or any related claims, including but not limited to dilution and unfair competition, of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) All rights corresponding to the Trademarks, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby without further consideration.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

SCHEDULE A

Trademark List

QUICK POST

QUICKRAIL

DURAPOLY

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

**DIXIE-PACIFIC MANUFACTURING
COMPANY, INC.**

("Assignor")

By: Frank Glover

Name: FRANK GLOVER

Title: PRESIDENT DIXIE PACIFIC

ATTEST:

Frank Glover
[Name, Title] President

FYPON, LTD.

("Assignee")

By: David E. Fowler

Name: David E. Fowler

Title: VP of Finance

ATTEST:

Paul V. Amberg
[Name, Title]

STATE OF Ohio)
COUNTY OF Fulton)

SS:

On this 22 day of February, 2008 before me appeared Frank Glover the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Marcia J. Stager
Notary Public

My commission expires:

Marcia J. Stager
Notary Public - State of Ohio
County of Fulton
My Commission Expires 8-12-09

STATE OF Ohio)
)
COUNTY OF Lucas)

SS:

On this 4th day of March, 2008 before me appeared David E Fowler, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Christopher Egli
Notary Public

My commission expires:



CHRISTOPHER EGLI
Notary Public, State of Ohio
My commission expires July 21, 2009