

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maxis, LLC		09/18/2009	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Southwire Company		
<b>Street Address:</b>	One Southwire Drive		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30119		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3156832	PULL IT 1000	
Registration Number:	3156831	PULL-IT 3000	
Registration Number:	3040040	MAXIS MARKSMAN	
Registration Number:	2930588	MAXIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)637-3593		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-303-0100		
<b>Email:</b>	eteas@sutherland.com		
<b>Correspondent Name:</b>	SUTHERLAND, ASBILL & BRENNAN LLP		
<b>Address Line 1:</b>	1275 Pennsylvania Ave, NW		
<b>Address Line 2:</b>	Brad Prendergast		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004-2415		
<b>ATTORNEY DOCKET NUMBER:</b>	77335.443,44,45,46,47,48		

**CH \$115.00 3156832**

NAME OF SUBMITTER:	Bradley E. Prendergast
Signature:	/Bradley E. Prendergast/
Date:	09/23/2009
<b>Total Attachments: 5</b> source=MAXIS tm assignment_20090921165635#page1.tif source=MAXIS tm assignment_20090921165635#page2.tif source=MAXIS tm assignment_20090921165635#page3.tif source=MAXIS tm assignment_20090921165635#page4.tif source=MAXIS tm assignment_20090921165635#page5.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Agreement") is entered into as of September 18, 2009 (the "Effective Date"), by and between MAXIS, LLC, an Arizona Limited Liability Company ("Assignor") and SOUTHWIRE COMPANY, a Delaware corporation ("Assignee").

### Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the "Asset Purchase Agreement"), including the trademarks and service marks listed in Exhibit A (the "Marks") and the domain names listed in Exhibit B (the "Domain Names"); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties agree as follows.

### Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney,

applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

### 3. GENERAL

3.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Georgia (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof..

3.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**"Assignee"**

Southwire Company,  
a Delaware corporation

By: Floyd W. Smith  
Name: Floyd W. Smith  
Title: Exec. V.P.

**"Assignor"**

Maxis, LLC,  
an Arizona Limited Liability Company

By: James A. Jarvis  
Name: James A. Jarvis  
Title: President

**Exhibit A**  
**Marks**

<b>U.S. Trademark Serial No.</b>	<b>U.S. Trademark Registration No.</b>	<b>Mark</b>
78617341	3156832	PULL IT 1000
78617282	3156831	PULL-IT 3000
78330322	3040040	MAXIS MARKSMAN
78263036	2930588	MAXIS
78617351		SPEEDSET MAXIS
78330297		SPEEDSET

**Exhibit B**  
**Domain Names**

maxis-tools.com  
maxistools.com  
electricaltoolhouse.com