

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
AOI ELECTRICAL, INC.		09/04/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AOI ELECTRICAL, LLC		
Street Address:	7988 CENTERPOINT DRIVE		
Internal Address:	SUITE 400		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46256		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2406859	AOI	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-237-0300		
Email:	INTEAS@BAKERD.COM		
Correspondent Name:	BAKER & DANIELS LLP		
Address Line 1:	300 N. MERIDIAN STREET		
Address Line 2:	Suite 2700		
Address Line 4:	INDIANAPOLIS, INDIANA 46201		
ATTORNEY DOCKET NUMBER:	981272/2		
NAME OF SUBMITTER:	Heather J. DeOrto		
Signature:	/Heather J. DeOrto/		

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**TRADEMARK
 REEL: 004097 FRAME: 0239**

Date:

11/17/2009

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, on or about the date set forth below, AOI Electrical, Inc., a Texas corporation (the "Seller") and AOI Electrical, LLC, an Indiana limited liability company (the "Purchaser") closed on a transaction contemplating the sale of certain assets pursuant to that Asset Purchase Agreement entered into as of September 4, 2009, by and between those parties and pursuant thereto enter into this Assignment of Trademark Rights ("Assignment"); and

WHEREAS, the assignor is the proprietor of a Trademark (registered as the "AOI & Design") U.S. Trademark registration No. 2,406,859 and any other trademark or trademarks owned by the Seller (the "Trademark"); and

WHEREAS, the Purchaser and the Seller entered into that certain Asset Purchase Agreement dated as of September 4, 2009; and

WHEREAS, the terms provided in this Agreement but not defined shall have the same meaning as set forth in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, assignor and assignee agree as follows: The Seller does hereby transfer and assign to the Purchaser all of the Seller's worldwide right, title and interest to and in the Trademark, together with any and all ownership interest, all goodwill, and any rights to sue for all past, present, and future damages, and any and all other trademarks and service marks as of the date of this document, including the "The Switch" mark as used in advertising by AOI Electrical Inc. and the Internet domain www.aoielectrical.com. The listing of an item in this section should not be construed as a representation that these items are properly trademarked or protected.

Seller represents and warrants that no agreement has been entered into that conflicts with this Assignment. Seller further agrees to provide information within Seller's knowledge or belief, and to do all other relevant things that Purchaser or its legal representatives deem necessary or desirable and request of Seller in connection with obtaining or maintaining any such Trademark, or in order to perfect Purchaser's ownership of the right, title and interest conveyed by this Assignment, or in connection with this Assignment.

Seller hereby represents and warrants that it has full right to convey the entire right, title and interest in the Trademark herein assigned.


Purchaser shall be solely responsible for all actions and all costs whatsoever, including attorney's fees arising after the date of this document and associated with the right, title and interest to the Trademark, except as specifically provided in the Asset Purchase Agreement by and between the Seller and the Purchaser. Such responsibility for recording and protecting the Trademark including all actions and all costs whatsoever associated with the continuous prosecution in the maintenance and enforcement of the assigned Trademark shall be the responsibility of the Purchaser and the Seller shall have no obligation to pay any maintenance fee which becomes due, if any, after the closing.


This Assignment is intended to inure to the benefit of and be binding upon the parties hereto, together with their respective successors and assigns. It is the intention of the parties hereto that this Assignment may be executed in an original format, by a facsimile, or other generally accepted electronic means in a number of counterparts, each of which counterparts and any copies of which may be deemed an original, and all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

The Seller shall not retain license or right to use the assigned Trademark.

SIGNED this 4th day of September 2009.

SELLER *AOI Electrical Inc*

By: RAYMON GOHREN
(printed name)
Its: PRESIDENT
(title)

ACCEPTED: *AOI Electrical LLC*
PURCHASER 
By: Charles Biawava
(printed name)
Its: Manager
(title)

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