

**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>
Chervon Limited Corporation		06/26/2009	CORPORATION: HONG KONG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Menard, Inc.		
<b>Street Address:</b>	5101 Menard Drive		
<b>City:</b>	Eau Claire		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54703		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3502136	FLEX/POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(715)876-2871		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7158762816		
<b>Email:</b>	eskill@menard-inc.com		
<b>Correspondent Name:</b>	Menard, Inc.		
<b>Address Line 1:</b>	5101 Menard Drive		
<b>Address Line 4:</b>	Eau Claire, WISCONSIN 54703		
<b>NAME OF SUBMITTER:</b>	Eric Skille		
<b>Signature:</b>	/E Skille/		
<b>Date:</b>	12/14/2009		

Total Attachments: 2  
 source=FLEX POWER Assignment#page1.tif

**900149833**

**TRADEMARK  
 REEL: 004113 FRAME: 0432**

**CH \$40.00 3502136**



## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made as of the last date of execution by and among Chevron Limited Corporation Hong Kong, a corporation of Hong Kong having a business address of Flat C, 21/FL., Stage 1 Tung Chun Ind. Bldg., 9-11 Cheung Wing Road Kwai Chung, Kowloon Hong Kong ("Assignor"), and Menard, Inc., a corporation of the State of Wisconsin doing business as Menards and having a business address of 5101 Menard Drive, Eau Claire, WI 54703, United States of America ("Assignee").

WHEREAS Assignor is the owner of U.S. Trademark Registration No. 3,502,136 for the mark FLEX/POWER issued September 16, 2008, (the "Mark").

WHEREAS Assignee desires to acquire all of Assignor's worldwide rights in and to the Mark and the goodwill symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee all of its right, title, and interest in and to the Mark, including all rights of priority, together with the goodwill of the business associated with the Mark, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives. Assignor also hereby sells, assigns, transfers, and conveys to Assignee all of its right, title, and interest in and to the mark FLEXPOWER, if any, including all rights of priority, together with the goodwill of the business associated with FLEXPOWER, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

Assignor further represents it is the legal owner of all right, title, and interest in and to the Mark and has the right to assign the Mark and that there are no pending legal proceedings involving the Mark.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.

Assignee agrees to cooperate with Assignor and take any further action and execute any documents required to effectuate the purposes of this assignment.

This Agreement is intended to embody the final, complete and exclusive agreement among the parties and supersede all prior agreements, understandings, representations written or oral and may not be contradicted by evidence of any such prior to contemporaneous agreement, understanding or representation, whether written or oral. This Agreement shall not be altered or amended except by a written instrument executed by both parties.

This Agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Wisconsin, of the U.S., and any dispute arising under this Agreement or between the parties related to the Trademark will be submitted to binding arbitration, which arbitration shall be governed by the International Rules of the American Arbitration Association and will take place in Minneapolis, Minnesota.

The recitals set forth above are fully incorporated as binding terms of this Agreement.

If any condition or term of this Agreement is determined by a court or agency of competent jurisdiction to be illegal, invalid or unenforceable, then such term or condition shall be deleted from this Agreement, but this Agreement, as amended by such deletion, shall continue in full force and effect.

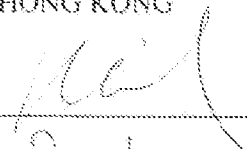
This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together constitute one and the same instrument.

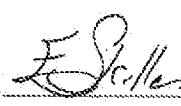
The Parties acknowledge and agree that each Party has participated in the drafting of this Agreement and that each has had the opportunity to review this Agreement with their respective legal counsel. Accordingly, the Parties agree that any ambiguity is not to be resolved against the drafting Party and no inference in favor of, or against, any Party will be drawn from the fact that one Party has drafted any portion of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

CHEVRON LIMITED CORPORATION  
HONG KONG

MENARD, INC.

By: 

By: 

Title: Director

Title: CORPORATE COUNSEL

Date: 12-26-09

Date: 12-14-09