

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
US Bearings & Things, Inc.		03/01/2010	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Motion Industries, Inc.		
Street Address:	1605 Alton Road		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3583332	USB&D	
Serial Number:	77533090	USB SERVICES & SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Ginabeth B. Hutchison		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	000013/203070		
NAME OF SUBMITTER:	Ginabeth B. Hutchison		
Signature:	/Ginabeth B. Hutchison/		
Date:	03/05/2010		

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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment of Intellectual Property") is made and entered into this 1st day of March, 2010, by and between US Bearings & Things, Inc., a Washington corporation ("Seller"), to Motion Industries, Inc., a Delaware corporation with its principal place of business at 1605 Alton Road, Birmingham, AL 35210 ("Purchaser").

WHEREAS, Seller, Purchaser and certain related parties have entered into a certain Asset Purchase Agreement dated December 17, 2009, as amended (the "Purchase Agreement"), pursuant to which Purchaser is to acquire certain intellectual property assets and associated goodwill of Seller as described in the Purchase Agreement;

WHEREAS, Seller has adopted and used in connection with Seller's goods and services and is the owner of the Trademarks (as defined below) and now desires to assign, transfer and convey all right, title and interest in and to the Trademarks and the goodwill associated to Purchaser;

WHEREAS, Seller is the current registrant of the Internet domain names attached hereto as Schedule B (hereinafter the "Domain Names") as currently registered as set forth on Schedule B (hereinafter "Registrar");

WHEREAS, Purchaser desires to accept such assignment of Trademarks, Domain Names and other intellectual property assets of Seller as described in the Purchase Agreement, including, without limitation, all copyrightable materials and works; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in exchange for the promises, covenants, and agreements in the Purchase Agreement and this Assignment of Intellectual Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Trademarks. Seller and Purchaser agree that, for purposes of this Assignment of Intellectual Property, "Trademarks" shall mean the trademarks and tradenames of Seller listed (along with their respective serial numbers) on Schedule A attached hereto and incorporated herein by this reference, as well as any other trademarks and tradenames that are owned by Seller and used exclusively in the Business (as defined in the Purchase Agreement).
2. Conveyance. Seller hereby assigns, transfers and conveys to Purchaser, its successors, assigns and legal representatives, all of Seller's right, title and interest worldwide with the exclusion of South America (provided that for purposes of this Assignment of Intellectual Property, "South America" shall not include Central America or the islands of the

Caribbean) in and to the intellectual property assets described in Section 1.1(f) of the Purchase Agreement, including, without limitation, all copyrightable materials and works, Domain Names, Trademarks, the goodwill of the business symbolized thereby, and including any and all causes of action or rights to sue for any relief and recover all damages and profits for past or future infringement or dilution thereof, including all rights as opponents in any opposition or cancellation proceeding throughout the world, but excluding all Excluded Assets as defined in the Purchase Agreement; provided, however, Purchaser shall subrogate to Seller any infringement related cause of action against third parties (i) if Purchaser makes an indemnification claim against Seller for pre-Closing acts and omissions, or (ii) to the extent Sellers are sued directly by a third party relating to the pre-Closing period.

3. Domain Name. Seller agrees that it will, as soon as reasonably possible upon execution of this Assignment of Intellectual Property, begin and diligently pursue (through its technical contact, Registrar or however necessary) all such steps required by the Registrar on the part of the Seller to effect the modification of the domain name system (DNS) records such that, once Purchaser completes all documentation and any additional steps required of Purchaser by the Registrar, the registrant associated with the Domain Names will be changed to Motion Industries, Inc. Seller agrees that it will not in any way interfere with or attempt to interrupt or interfere with Purchaser's registration or use of the Domain Name or ability to maintain a registration of the Domain Name. Seller further agrees that it will promptly execute such documents as Purchaser reasonably requires to confirm or effectuate Purchaser's ownership and registration of the Domain Names.
4. Governing Law. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the Province of British Columbia.
5. Purchase Agreement. Nothing contained in this Assignment of Intellectual Property shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Seller or Purchaser contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment of Intellectual Property as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.
6. Further Actions. Seller hereby covenants and agrees to execute and deliver, at the request of the Purchaser, such further instruments of transfer and assignment, including, without limitation, any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers or documents, reasonably necessary to perfect such right, title, and interest in Purchaser, its successors, assigns, and legal representatives and to take such other action as such other party may reasonably request to more effectively consummate the assignments contemplated by this Assignment of Intellectual Property.
7. Notices. All notices or other communications or deliveries provided for under this Assignment of Intellectual Property shall be given as provided in the Purchase Agreement.


8. Successors and Assigns. This Assignment of Intellectual Property shall inure to the benefit of and be binding on the successors and assigns of both parties.
9. Amendments. No amendment of any provision of this Assignment of Intellectual Property shall be valid unless the same shall be in writing and signed by Seller and Purchaser.
10. Counterparts. This Assignment of Intellectual Property may be executed in two or more counterparts (including by means of telecopied signature pages) each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the day and year first above written.

SELLER:

US BEARINGS & THINGS, INC.

By: 
Name: Scott MacPherson
Title: President & COO

PURCHASER:

MOTION INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property as of the day and year first above written.

SELLER:

US BEARINGS & THINGS, INC.

By: _____

Name: _____

Title: _____

PURCHASER:

MOTION INDUSTRIES, INC.

By: William J. Stevens

Name: William J. Stevens

Title: President & CEO

[Signature Page to Assignment of Intellectual Property]

Schedule A

Trademarks and Tradenames

USB Trademarks (Trademark, Status, Serial No., Registration No., Interest, Jurisdiction):

- USB&D (Block Letters), Registered on Mar 3, 2009, Serial No. 77-536668, Reg. No. 3583332, Owner/Applicant, US Federal jurisdiction
- USB SERVICES & SUPPLY (Block Letters), Allowed - Notice of Allowance Issued on May 5, 2009, Serial/Application No. 77-533090, Owner/Applicant, US Federal jurisdiction
- US BEARINGS & DRIVES, registered trade name, Doc. No. ND029472, Reg. No. 20268800, registered 10/19/2004 and expired on 10/19/2009, Owner/Registrant, Washington State jurisdiction

**Schedule B
Domain Names**

Domain Name	Registrant	Administrative Contact	Registrar
<i>bcbearing.mobi</i>	US Bearings & Drives 6025 East 18 th Street Vancouver, WA USA	Bearings & Drives, US scotymac@bearings.com	Go Daddy Software, Inc.
<i>usbearings.mobi</i>	US Bearings & Drives 6025 East 18 th Street Vancouver, WA USA	Bearings & Drives, US scotymac@bearings.com	Go Daddy Software, Inc.
<i>usbearings.net</i>	US Bearings & Drives 6025 East 18 th Street Vancouver, WA USA	Bearings & Drives, US scotymac@bearings.com	Go Daddy.com, Inc.
<i>bearing.net</i>	US Bearings & Drives 6025 East 18 th Street Vancouver, WA USA	Bearings & Drives, US scotymac@bearings.com	Go Daddy.com, Inc.
<i>usbpdmservices.com</i>	US Bearings & Drives 6025 East 18th Street Vancouver, WA USA	US Bearings & Drives ssolomon@bearings.com	Go Daddy.com, Inc.