

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
R.G. Edgar, Inc.		05/28/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Foster Manufacturing Co., Inc.		
Street Address:	2324 W. Battlefield Road		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65807		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2247119	B BRECO COUPLINGS AIR CONTROLS "WHERE GOOD CONNECTIONS COUNT"	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
Signature:	/Jacqueline P. Scheib/		
Date:	06/08/2010		

OP \$40.00 2247119

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), effective as of the 28th day of May 2010, is by and between **R.G. Edgar, Inc.**, a Florida corporation, having an address at 4701 Reece Road, Plant City, Florida 33566 ("Seller") and **Foster Manufacturing Co., Inc.**, a Massachusetts corporation, having an address at 2324 W. Battlefield Road, Springfield, Missouri 65807 ("Buyer"), (together the "Parties").

Recitals

1. The Parties agreed to an Asset Purchase Agreement dated May 27, 2010, whose terms will control any inconsistent terms with this short form Assignment. Seller is transferring certain assets and any business to which the Transferred Trademarks relate to Buyer.

2. The Asset Purchase Agreement also contemplates an assignment of the following registered trademarks:

- o B BRECO COUPLINGS AIR CONTROLS "WHERE GOOD CONNECTIONS COUNT" and design - U.S. registration No. 2,247,119, issued May 25, 1999, Renewed May 25, 2009.

3. Seller used or authorized use of, and is the owner of rights in and to the trademark B BRECO COUPLINGS AIR CONTROLS "WHERE GOOD CONNECTIONS COUNT" ("the Transferred Trademark") and the goodwill of the business symbolized by the Transferred Trademarks.

4. Seller wants to transfer to Buyer its entire right, title and interest in and to the Transferred Trademark, the related registration, and the goodwill of the business symbolized by the mark; and Buyer wants to acquire same.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

5. Assignment of Trademark Rights. Seller hereby sells, assigns, transfers, and conveys to Buyer the entire right, title and interest in and to:

- o B BRECO COUPLINGS AIR CONTROLS "WHERE GOOD CONNECTIONS COUNT" and design - U.S. registration No. 2,247,119, issued May 25, 1999, Renewed May 25, 2009

any other right in the Transferred Trademark, the goodwill of the business symbolized by the mark and the right to sue, either at law or in equity, and to recover for any past or future infringement thereof, and any common law trademark rights related to the Transferred Trademark owned by Seller.

6. Consideration. Ten dollars is paid in consideration for the assignment by Seller of the Transferred Trademark and any goodwill related to the Transferred Trademark.

7. Further Assurances. Seller will assist Buyer in every proper way, at Seller's expense, to evidence, record and perfect this Assignment with such agencies, registrars, or entities responsible for this Assignment and the transfer of rights in the Transferred Trademark. Furthermore, Seller will not take any actions to prevent Buyer from use of the Trademark rights assigned above, and hereby covenants not to sue or otherwise assert against Buyer any claim under any trademark or other rights that Seller may have in the Transferred Trademark assigned hereunder. Seller will not register any confusingly similar trademarks to the Transferred Trademark.

8. Warranty. Seller represents and warrants to the Buyer that Seller is owner of all rights, title and interest in the Transferred Trademark and the related registrations, and Seller agrees to indemnify Buyer against any third-party claims resulting from breach of said warranty.

IN WITNESS WHEREOF, the Parties execute this Assignment as follows:

SELLER:

R.G. Edgar, Inc., a Florida corporation

By: Roy G. Edgar as President

Name: Roy G. Edgar

Title: President

BUYER:

Foster Manufacturing Co., Inc.

By: _____

Name: _____

Title: _____

6. Consideration. Ten dollars is paid in consideration for the assignment by Seller of the Transferred Trademark and any goodwill related to the Transferred Trademark.

7. Further Assurances. Seller will assist Buyer in every proper way, at Seller's expense, to evidence, record and perfect this Assignment with such agencies, registrars, or entities responsible for this Assignment and the transfer of rights in the Transferred Trademark. Furthermore, Seller will not take any actions to prevent Buyer from use of the Trademark rights assigned above, and hereby covenants not to sue or otherwise assert against Buyer any claim under any trademark or other rights that Seller may have in the Transferred Trademark assigned hereunder. Seller will not register any confusingly similar trademarks to the Transferred Trademark.

8. Warranty. Seller represents and warrants to the Buyer that Seller is owner of all rights, title and interest in the Transferred Trademark and the related registrations, and Seller agrees to indemnify Buyer against any third-party claims resulting from breach of said warranty.

IN WITNESS WHEREOF, the Parties execute this Assignment as follows:

SELLER:

R.G. Edgar, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

BUYER:

Foster Manufacturing Co., Inc.

By: Kris A. Weger

Name: KRIS A. WEGER

Title: PRESIDENT