

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwest Wholesale Supply Co., Inc.		06/07/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Alamo Distribution, LLC		
Street Address:	943 AT&T Parkway		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78291		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2755661	SWS	
CORRESPONDENCE DATA			
Fax Number:	(214)999-3623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-999-4487		
Email:	jfulmer@gardere.com		
Correspondent Name:	Gardere Wynne Sewell LLP/Jason R. Fulmer		
Address Line 1:	1601 Elm Street, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	135071/000005		
NAME OF SUBMITTER:	Jason R. Fulmer		
Signature:	/Jason R. Fulmer/		
Date:	06/28/2010		

OP \$40.00 2755661

Total Attachments: 5

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**INTELLECTUAL PROPERTY
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*"), dated as of June 7, 2010, is by and between Alamo Distribution, LLC, a Delaware limited liability company ("*Purchaser*"), and Southwest Wholesale Supply Co., Inc., a Texas corporation ("*Southwest*").

RECITALS

WHEREAS, Purchaser entered into an Asset Purchase Agreement, dated as of April 8, 2010, by and among Alamo, Alamo Iron Works, Inc., a Texas corporation, Southwest, AlaMark Technologies, L.P., a Texas limited partnership, and Alamo Advertising, Inc., a Texas corporation, which was subsequently amended by the First Amendment to the Asset Purchase Agreement, dated as of June 3, 2010 (collectively, the "*Purchase Agreement*") (capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, the Purchase Agreement provides, among other things, for Seller's sale, transfer, and assignment, and Purchaser's purchase, of the Assigned Intangible Property in accordance with sections 105, 363, and 365 of the Bankruptcy Code;

NOW, THEREFORE, pursuant to the Purchase Agreement, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.**

(a) Southwest hereby sells, transfers, assigns, conveys, and delivers to Purchaser, its successors and assigns forever, all of Southwest's rights, title, and interest in the Assigned Intangible Property free and clear of all Encumbrances of any nature or kind whatsoever, including, without limitation, the following:

(i) the trademark and corresponding trademark registrations set forth on Exhibit A together with (A) the goodwill associated therewith, (B) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and (C) all causes of action, either in law or in equity for past, present, or future infringement thereof;

(ii) the domain name set forth on Exhibit A and (A) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the domain names, (B) all causes of action, either in law or in equity for past, present, or future infringement of the domain names, and (C) all rights corresponding to the foregoing throughout the world.

The rights, title and interests set forth in this Section 1(a) shall be held and enjoyed by Purchaser, for its own use and benefit and for the use and benefit of its successors and assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Southwest if this assignment had not been made.

(b) Southwest, for itself and its successors and assigns, covenants and agrees to warrant and defend the transfer, assignment, and conveyance of the Assigned Intangible Property to Purchaser and its successors and assigns against all claims and demands.

2. **Attorney-In-Fact.** Southwest hereby constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Southwest or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect, and receive for the account of Purchaser all of the Assigned Intangible Property hereby sold, transferred, assigned, and conveyed to Purchaser or intended so to be; to institute or prosecute, in the name of Southwest or otherwise, all proceedings that Purchaser may deem necessary or convenient in order to realize upon, affirm, or obtain title or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Assigned Intangible Property hereby sold, transferred, assigned, and conveyed to Purchaser or intended so to be; to defend and compromise any and all actions, suits, or proceedings with respect to any of the Assigned Intangible Property sold transferred, assigned, and conveyed hereunder or intended so to be; and to do all such legal acts and things in relation thereto as Purchaser shall deem advisable. The foregoing powers are coupled with an interest and are and shall be irrevocable by Southwest.

3. **Further Assurances.** Southwest and Purchaser shall each execute and deliver to the other all such further instruments of assignment, transfer and conveyance, notices, releases, acquittances, assurances, and other documents as such party may reasonably request or as may be necessary more fully to assign and convey to and vest in Purchaser all rights in and to the Assigned Intangible Property. Southwest shall reasonably assist Purchaser in transferring control of the domain names assigned herein to Purchaser, or its designee, including authorizing the transfer of such domain names from Southwest's present registrar(s) or account(s) to Purchaser's designated registrar or account.

4. **Binding Effect.** All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or e-mailed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

6. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to any conflict of law rules or principles thereof.

7. **Miscellaneous.** This Agreement shall be subject to the terms of the Purchase Agreement. In the event of conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Agreement, and the sale, transfer, conveyance, assignment, and delivery provided for herein, shall be effective as of 12:01 a.m., Central Time, on the date first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Intellectual Property Assignment and Assumption Agreement as of the date first written above.

ALAMO DISTRIBUTION, LLC

By: James C Melton
James C. Melton, Manager

SOUTHWEST WHOLESALE SUPPLY CO., INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has executed this Intellectual Property Assignment and Assumption Agreement as of the date first written above.

ALAMO DISTRIBUTION, LLC

By: 
James C. Melton, Manager

SOUTHWEST WHOLESALE SUPPLY CO., INC.

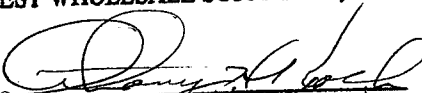
By: 
Name: Anthony H. Koch
Title: PRESIDENT

Exhibit A

Assigned Intangible Property

TRADEMARK

JW File No.	Country ID	Trademark	App. No.	Reg. No.	Status
300582.0009.000	US	SWS & DESIGN (Owner: (Southwest Wholesale)	76/443,134	2,755,661	Renewal Due August 26, 2013

DOMAIN NAME

Domain Name:	In Use By:
www.swwholesale.com	Southwest