

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Motors & Armatures, Inc. | | 09/17/2009 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Merc Acquisitions, Inc. | | |
| Street Address: | 7800 Hub Parkway | | |
| City: | Valley View | | |
| State/Country: | OHIO | | |
| Postal Code: | 44125 | | |
| Entity Type: | CORPORATION: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3514920 | STAR EQUIPMENT & SUPPLIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (216)241-0816 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2166228672 | | |
| Email: | ipdocket@calfee.com | | |
| Correspondent Name: | Timothy J. Connors | | |
| Address Line 1: | 800 Superior Avenue | | |
| Address Line 2: | 1400 KeyBank Center | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 30946/04020 | | |
| NAME OF SUBMITTER: | Debra L. Hale | | |
| Signature: | /Debra L. Hale/ | | |
| Date: | 08/17/2010 | | |

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motors & Armatures, Inc., a New York corporation with an address at 250 Rabro Drive East, Hauppauge, New York 11788 ("Assignor"), hereby sells, transfers and assigns to Merc Acquisitions, Inc., an Ohio corporation with a place of business at 7800 Hub Parkway, Valley View, Ohio 44125 ("Assignee"), its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor that are used or held for use by Assignor primarily in connection with, or are otherwise necessary for, or material to, the operation of Assignor's Star for Parts division or the distribution of commercial and consumer vacuum cleaners, central vacuum systems, small motors, cleaning supplies and parts and accessories related thereto (the "Marks"), which Marks are identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide, which registrations and applications for registration are identified on Schedule B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor hereby further covenants and agrees that it will, at any time and from time to time at the request of Assignee, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further necessary or proper acts and documents as Assignee may reasonably request to document or effectuate Assignee's full right, title and interest in or to any of the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

In Witness Whereof, Assignor has executed this Assignment as of this 17 day of September, 2009.

ASSIGNOR

Motors & Armatures, Inc.

By: _____

Edward A. Chernoff
Edward A. Chernoff, President

SCHEDULE A

| MARKS |
|------------------------------|
| Star for Parts |
| Power Star |
| Star Equipment & Supplies |
| PowerStar III |
| Backpacks |
| Seneca |
| Genesis |
| Optima |
| Optima Eden |
| Optima Plus |
| Utopia |
| Carpetworks |
| www.starforparts.com |
| powerstarcv.biz |
| powerstarcv.com |
| starequipment-supplies.biz |
| starequipment-supplies.com |
| starequipmentandsupplies.com |
| starforparts.com |
| starforparts.net |
| starforparts.org |

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SCHEDULE B

| REGISTRATIONS | | | |
|---------------------------|----------------|-------------------------|--------------------------|
| Mark | Country | Registration No. | Registration Date |
| Star Equipment & Supplies | United States | 3514920 | October 14, 2008 |

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