

**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>
All Points Equipment Co., L.L.C.		08/31/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APE Purchaser Co. LLC		
<b>Street Address:</b>	13770 Industrial Road		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77015		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77940597	ALLPOINTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)651-5246		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	7136513745		
<b>Email:</b>	bcobb@fulbright.com		
<b>Correspondent Name:</b>	Huyen Luong		
<b>Address Line 1:</b>	1301 McKinney Street		
<b>Address Line 2:</b>	Fulbright & Jaworski L.L.P.		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	AMERI-FORGE/11007737		
<b>NAME OF SUBMITTER:</b>	Huyen Luong		
<b>Signature:</b>	/s/ Huyen Luong		

OP \$40.00 77940597

Date:

09/02/2010

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

**This ASSIGNMENT**, made by All Points Equipment Co., L.L.C., a Delaware limited liability company (hereinafter referred to as “Assignor”);

**WHEREAS**, pursuant to the terms of a certain Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”), APE Purchaser Co. LLC, a Texas limited liability company (hereinafter referred to as “Assignee”), desires to acquire all of Assignor’s right, title and interest in and to (i) the Marks set forth in Exhibit A (collectively, the “Marks”), and the goodwill of the business associated with the Marks, and (ii) the Patents and Patent Applications, and all inventions included therein, set forth in Exhibit B hereof (collectively, the “Patents”).

**NOW, THEREFORE**, for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign and transfer to Assignee any and all right, title, and interest of Assignor in and to the registrations for the Marks, together with the goodwill of the business symbolized by the Marks and the registrations thereof, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof.

2. Assignor does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, any and all rights, title, and interest of Assignor in and to the Patents, and in and to any and all related direct and indirect divisions, continuations and continuations-in-part of the Patents, any Patent having its term terminally tied to the Patents, and any and all related Applications for Letters Patent and Letters Patent in the United States, all foreign countries, and all issuing bodies which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, and all inventions included therein, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and

benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

3. This Assignment is in accordance with and is subject to all of the terms and conditions set forth in the Asset Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement).

4. Assignor agrees to cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Marks and Patents. Assignor agrees to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date shown below.

**ASSIGNOR:**

ALL POINTS EQUIPMENT CO., L.L.C.

By: David W. Douglas  
Name: DAVID W. DOUGLAS  
Title: PRESIDENT  
Date: 8/31/10

**ASSIGNEE:**

APE PURCHASER CO. LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date shown below.

**ASSIGNOR:**

ALL POINTS EQUIPMENT CO., L.L.C.

By: \_\_\_\_\_

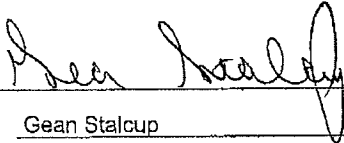
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**

APE PURCHASER CO. LLC

By:  \_\_\_\_\_

Name: Gean Stalcup

Title: President

Date: August 31, 2010

**EXHIBIT A**

**MARKS**

<b>Country</b>	<b>Mark</b>	<b>Application No./ Filing Date</b>	<b>Registration No. and Grant Date</b>
Brazil	ALLPOINTS (stylized)	Not Yet Available/August 18, 2010	Not Yet Available
Mexico	ALLPOINTS (stylized)	1113640/August 19, 2010	Not Yet Available
Nigeria	ALLPOINTS (stylized)	Not Yet Available/Not Yet Available	Not Yet Available
USA	ALLPOINTS (stylized)	77/940597/July 27, 2010	Not Yet Available

Unregistered trademarks:



All Points Equipment Co. LLC

, including all associated goodwill



**ALLPOINTS**

**EXHIBIT B**

**PATENTS**

<b>Country</b>	<b>Patent Title</b>	<b>Application No./ Filing Date</b>	<b>Patent No. and Grant Date</b>
USA	Cable Clamp	09/523,765/March 11, 2000	Patent No. 6,431,502 issued August 13, 2002
USA	Cable Clamp	10/073,551/February 11, 2002	Patent No. 6,726,166 issued August 27, 2004

*Exhibit B to All Points Intellectual Property Assignment*