

09-16-2010



REC  
TI

103606978

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

21-91-5

1. Name of conveying party(ies):

HICKORY SPRINGS MANUFACTURING COMPANY

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: North Carolina
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 1, 2010

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Grabber Construction Products, Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 20 West Main Street Court, Suite 200

City: Alpine

State: Utah

Country: USA Zip: 84004

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
No. 3,576,756; No. 3,305,311; No. 3,296,238; No. 3,576,755;  
No. 3,573,107

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

No. 3,576,756 - Word - "Driven Quality"; No. 3,305,311 - a Design; No. 3,296,238 - Word - "Nail House"; No. 3,576,755 - Word - "Pro Proven"; No. 3,573,107 - a Design.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul W. Hess

Internal Address: \_\_\_\_\_

Street Address: 3 Triad Center, Suite 500

City: Salt Lake City

State: Utah Zip: 84180

Phone Number: 801-532-7080

Fax Number: 801-596-1508

Email Address: phess@strogandhanni.com

6. Total number of applications and registrations involved:

Five

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Paul W. Hess  
Signature

9/13/2010  
Date

Paul W. Hess

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made September 1, 2010, by **Hickory Springs Manufacturing Company**, a corporation organized under the laws of North Carolina, having its principal office at 235 2<sup>nd</sup> Avenue, N.W., Hickory, North Carolina 28601 (hereinafter "Assignor"), to Grabber Construction Products, Inc., a corporation organized under the laws of Nevada, having its principal office at 20 West Main Street, Alpine, UT 84004 (hereinafter "Assignee").

### RECITALS

- A. Assignor is entering into a Bill of Sale for certain assets (the "Bill of Sale") contemporaneously with the execution of this Assignment.
- B. Among the assets to be transferred by Assignor to Assignee under the Bill of Sale are the following trademarks (the "Marks"):
  - 1. Driven Quality, Registration No. 3,576,756 (Word).
  - 2. Nail House, Registration No. 3,305,311 (Design).
  - 3. Nail House, Registration No. 3,296,238 (Word).
  - 4. Pro Proven Registration No. 3,576,755 (Word).
  - 5. Pro Proven Driven Quality, Registration No. 3,573,107 (Design).
- C. Assignee desires to accept assignment of all rights in the Marks.

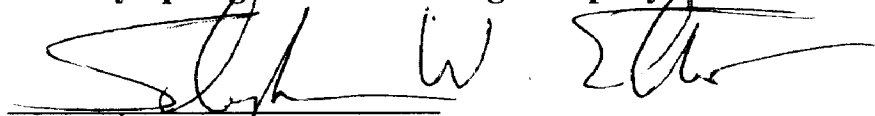
NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Assignor does now sell, assign, convey, set over, and transfer to Assignee all rights, title, and interest in the Marks, together with any and all goodwill symbolized by the Marks. Assignor warrants that Assignor owns all rights, title and interests in the Marks, free and clear of any lien, claim, security interest, or encumbrance whatsoever, and Assignor desires to assign all rights, title, and interests in and to the Marks to Assignee, together with any and all goodwill symbolized by the Marks.

This Assignment shall be binding upon, and inure to the benefit of, the respective successors and assigns of Assignor and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of North Carolina, without regard to its conflict of laws and principles.

The Assignor has executed this Assignment at Hickory, North Carolina the day and year first set forth above.

ACKNOWLEDGED AND AGREED:

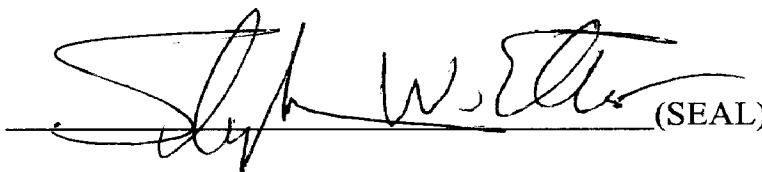
Hickory Springs Manufacturing Company



By: Stephen W. Ellis

Title: Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 31 day of AUGUST, 2010.

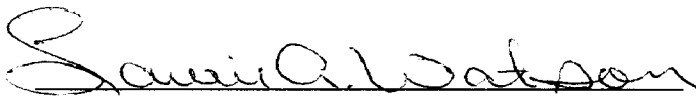
 (SEAL)

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF LINCOLN )

I, Laurie A. Watson, a Notary Public for said County and State, do hereby certify that Stephen W. Ellis personally appeared before me, as Chief Financial Officer of Hickory Springs Manufacturing Company, this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31 day of August, 2010.

(Official Seal)

  
Laurie A. Watson, Notary Public

My commission expires: 9/7/2013