

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
Metal Supermarkets Corporation		11/08/2010	CORPORATION: CANADA
Metal Supermarkets Corporation		11/08/2010	CORPORATION: DELAWARE
KMR Enterprises Inc.		11/08/2010	CORPORATION: FLORIDA
Metal Supermarkets (Chicago) Ltd.		11/08/2010	CORPORATION: DELAWARE
Metal Mart., LLC		11/08/2010	CORPORATION: DELAWARE
Metal Supermarkets Company Limited		11/08/2010	CORPORATION: UNITED KINGDOM
Metal Supermarkets UK Limited		11/08/2010	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Metal Supermarkets IP Inc.
Street Address:	520 Abilene Drive
Internal Address:	2nd Floor
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L5T2H7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2256284	THE CONVENIENCE STORES OF THE METAL INDUSTRY
Registration Number:	1623002	MSC
Registration Number:	3638671	THE CONVENIENCE STORES FOR METAL
Registration Number:	3638672	METAL SUPERMARKETS THE CONVENIENCE STORES FOR METAL

CORRESPONDENCE DATA

OP \$1115.00 2256284

Fax Number: (317)637-7561
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 317-634-3456
Email: docketdept@uspatent.com
Correspondent Name: Woodard Emhardt Moriarty McNett & Henry
Address Line 1: 111 Monument Circle
Address Line 2: Suite 3700
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	8442-2
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DOMESTIC REPRESENTATIVE

Name: James M. Durlacher
Address Line 1: 111 Monument Circle
Address Line 2: Suite 3700
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Sandra L. Stiliz
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Signature:	/Sandra L. Stiliz/
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Date:	12/21/2010
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Total Attachments: 8
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ASSIGNMENT AND ASSUMPTION AGREEMENT

(re: Intellectual Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made as of the 8th day of November, 2010.

AMONG:

METAL SUPERMARKETS CORPORATION, (formerly Metal Supermarkets (Canada) Ltd.) a corporation incorporated under the federal laws of Canada
(hereinafter referred to as "MSC Canada")

OF THE FIRST PART

- and -

METAL SUPERMARKETS CORPORATION,
a corporation incorporated under the laws of the State of Delaware in the United States of America
(hereinafter referred to as "MSC USA")

OF THE SECOND PART

- and -

KMR ENTERPRISES INC.,
a corporation incorporated under the laws of the State of Florida in the United States of America
(hereinafter called "MSC KMR")

OF THE THIRD PART

- and -

METAL SUPERMARKETS (CHICAGO) LTD.,
a corporation incorporated under the laws of the State of Delaware in the United States of America
(hereinafter called "MSC Chicago")

OF THE FOURTH PART

- and -

METAL MART, LLC,
a limited liability corporation incorporated under the laws of the State of Delaware in the United States of America

(hereinafter called "MSC MM")

OF THE FIFTH PART

- and -

METAL SUPERMARKETS COMPANY LIMITED,
a corporation incorporated under the laws of England and Wales
(hereinafter called "MSC UK")

OF THE SIXTH PART

- and -

METAL SUPERMARKETS UK LIMITED,
a corporation incorporated under the laws of England and Wales
(hereinafter called "MSC UKL")

OF THE SEVENTH PART

- and -

METAL SUPERMARKETS IP INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as "Assignee")

OF THE EIGHTH PART

WHEREAS: (i) MSC Canada is the sole shareholder of each of MSC USA and MSC UK; (ii) MSC USA is the sole shareholder of MSC Chicago and MSC KMR; (iii) MSC Chicago is the sole member of MSC MM; and (iv) MSC UK is the sole shareholder of MSC UKL (all of the foregoing hereinafter referred individually as an "Assignor" and collectively as the "Assignors");

AND WHEREAS the Assignors and the Assignee entered into an asset purchase agreement (the "Purchase Agreement") made as of the 26th day of October, 2010 providing for *inter alia* the purchase by the Assignee of certain property and assets of the Assignors in accordance with the terms and conditions set out therein;

AND WHEREAS all capitalized terms used and not otherwise defined herein, shall have the meaning ascribed to such term(s) in the Purchase Agreement;

AND WHEREAS subsection 2.02(c) of the Purchase Agreement provides that the Assignee shall acquire all the right, title and interest of the Assignors in and to all Intellectual Property, including without limitation, the trade marks and trade names listed in Schedule A hereto including any goodwill associated therewith;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of the respective covenants and agreements herein contained and the sum of Ten Dollars (\$10.00) of lawful money of Canada and other good and valuable consideration now paid by Assignee to Assignors, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption.

As of the date hereof, the Assignors hereby assign, sell, transfer and set over (collectively referred to herein as the "Assignment") to the Assignee all of the Assignors' respective rights, title, benefits,

privileges and interests, free and clear and absolutely released and discharged from and against all encumbrances of any nature or kind whatsoever, in and to the Intellectual Property (including without limitation all rights, title and interests directly or indirectly arising by virtue of the *Patents Act* (Canada), the *Copyright Act* (Canada), the *Trade Marks Act* (Canada), the *Industrial Design Act* (Canada) or similar foreign legislation or registration offices), to have and to hold the Intellectual Property unto and to the Assignee with full power to the Assignee to take all such measures for the enjoyment of the rights thereunder as the Assignors might take as of and from the date hereof including without limitation any rights of action whether accrued or accruing in the future. The Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants in connection with the Intellectual Property arising from and after the date hereof (and excluding any arising from a breach thereof by the Assignor).

2. **Further Assurances.** The Assignors hereby covenant and agree that they will at all times, at their own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, mortgages, charges, assignments and assurances in law, as may be necessary or desirable to give effect to the provisions and purposes of this Assignment. Notwithstanding the foregoing, the Assignee shall bear the direct registration costs associated with the transfer of trade marks and trade names.

3. **Governing Law.** This Assignment shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

4. **Successors and Assigns.** This Assignment shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. One or more counterparts of this Assignment may be delivered by facsimile, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

6. **Time of Essence.** Time shall be of the essence of this Assignment.

7. **Paramountcy.** This Assignment is made pursuant to the Purchase Agreement and is not in derogation of any of the rights of the parties thereunder. If there is any conflict or inconsistency between the provisions of this Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

8. **Counterparts.** This Assignment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

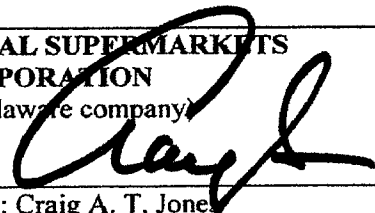
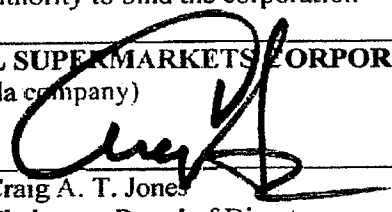
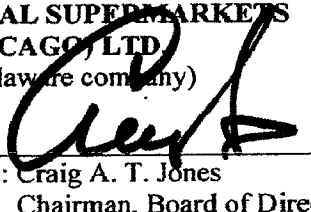
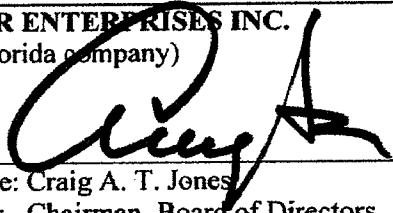
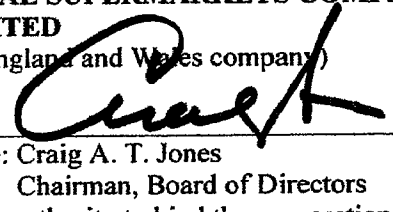
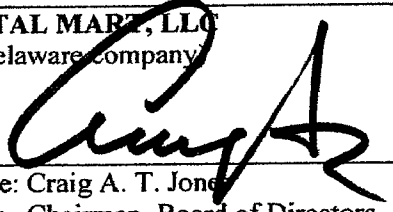
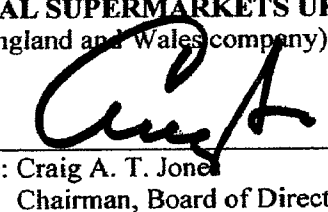
9. **Obligations of the Assignors Joint and Several.** The representations, warranties, covenants, agreements, obligations and indemnities of the Assignors contained herein shall be joint and several in all respects.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Assignment as of the date first written above.

<p>METAL SUPERMARKETS IP INC. (an Ontario company)</p> <p>Per:  Name: G. Stephen Schober Title: President I have authority to bind the corporation</p>	<p>METAL SUPERMARKETS CORPORATION (a Delaware company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>
<p>METAL SUPERMARKETS CORPORATION (a Canada company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>	<p>METAL SUPERMARKETS (CHICAGO) LTD. (a Delaware company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>
<p>KMR ENTERPRISES INC. (a Florida company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>	<p>METAL SUPERMARKETS COMPANY LIMITED (an England and Wales company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>
<p>METAL MART, LLC (a Delaware company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>	<p>METAL SUPERMARKETS UK LIMITED (an England and Wales company)</p> <p>Per: _____ Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>

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<p>METAL MART, LLC (a Delaware company)</p> <p>Per:  Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>	<p>METAL SUPERMARKETS UK LIMITED (an England and Wales company)</p> <p>Per:  Name: Craig A. T. Jones Title: Chairman, Board of Directors I have authority to bind the corporation</p>

**Schedule A
Trade-marks and Trade-names**

Metal Supermarkets Corporation


Part 1 – Canadian Trademark Registrations

Trademark	Owner	Registration No.	Registration Date	Next Deadline
THE METAL SUPERMARKET	Metal Supermarkets Corporation	TMA402,459	September 4, 1992	September 4, 2022
MSC & Design	Metal Supermarkets Corporation	TMA342,545	July 8, 1988	July 8, 2018
THE CONVENIENCE STORES OF THE METAL INDUSTRY	Metal Supermarkets Corporation	TMA467,307	December 9, 1996	December 9, 2011
METAL SUPERMARKETS	Metal Supermarkets Corporation	TMA342,544	July 8, 1988	July 8, 2018
METAL SUPERMARKETS & Design (New Logo)	Metal Supermarkets Corporation	TMA776,423	September 7, 2010	September 7, 2025
THE CONVENIENCE STORES FOR METAL	Metal Supermarkets Corporation	TMA776,560	September 8, 2010	September 8, 2025

Part 2 – United States Trademark Registrations

Trademark	Owner	Registration No.	Registration Date	Next Deadline
THE CONVENIENCE STORES OF THE METAL INDUSTRY	Metal Supermarkets Corporation	2,256,284	June 29, 1999	June 29, 2019
MSC & Design	Metal Supermarkets (Canada) Ltd.	1,623,002	November 13, 1990	November 13, 2010
THE CONVENIENCE STORES FOR METAL	Metal Supermarkets Corporation	3,638,671	June 16, 2009	June 16, 2014
METAL SUPERMARKETS & Design	Metal Supermarkets Corporation	3,638,672	June 16, 2009	June 16, 2014

Part 3 – Austria Trademark Registration

Trademark	Owner	Registration No.	Next Deadline
MSC & Design (Pyramid Design) 	Metal Supermarkets Company Limited	193935	February 7, 2011

Part 4 – Mexico Trademark Registration

Trademark	Owner	Registration No.	Next Deadline
MSC METAL SUPERMARKETS & Design (2 Lines with Pyramid on Left)	Metal Supermarkets (Canada) Ltd.	833,654	August 13, 2013

Part 5 – United Arab Emirates Trademark Registration

Trademark	Owner	Registration No.	Next Deadline
METAL SUPERMARKETS & Design (2 Line Trademark with Pyramid Design on Left Hand Side)	Metal Supermarkets (Canada) Ltd.	54977	June 17, 2013

Part 6 – United Kingdom Trademark Registrations

Trademark	Owner	Registration No.	Next Deadline
METAL SUPERMARKETS	Metal Supermarkets Company Limited	1,565,699	March 16, 2011
MSC Design (Pyramid Design)	Metal Supermarkets Company Limited	1,565,506	October 31, 2014

Part 7 – European Community Trademark Registration

Trademark	Owner	Registration No.	Next Deadline
METAL SUPERMARKETS & Design	Metal Supermarkets Corporation	7,378,649	November 10, 2018