

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Assignment of Proprietary Rights | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BORE-FLEX INDUSTRIES INC. | | 01/19/2011 | CORPORATION: MISSOURI |
| LAMSON PIPE COMPANY | | 01/19/2011 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | BOREFLEX, LLC | | |
| Street Address: | 11400 Parkside Drive, Suite 300 | | |
| City: | Knoxville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37934 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85024159 | INNERGLIDE | |
| Registration Number: | 3071456 | MICRO-GARD | |
| Registration Number: | 3006820 | PYRAMID INDUSTRIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)863-7806 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-863-7198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy Brougher | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 4975.123 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |

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 REEL: 004457 FRAME: 0475

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|---|------------|
| Signature: | /njb/ |
| Date: | 01/20/2011 |
| Total Attachments: 5 source=Assignment of Proprietary Rights - Bore-Flex#page1.tif source=Assignment of Proprietary Rights - Bore-Flex#page2.tif source=Assignment of Proprietary Rights - Bore-Flex#page3.tif source=Assignment of Proprietary Rights - Bore-Flex#page4.tif source=Assignment of Proprietary Rights - Bore-Flex#page5.tif | |

ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment") is made and entered into as of January 19, 2011 ("Effective Date") by and between Bore-Flex Industries Inc., a Missouri corporation ("Boreflex", and together with its wholly-owned subsidiary Lamson Pipe Company, a Missouri corporation, each an "Assignor" and collectively, "Assignors"), and Boreflex, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 1.7(c) of the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, all Proprietary Rights, including, without limitation, those set forth on Schedule A attached hereto; and

WHEREAS, capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell and assign to Assignee all right, title and interest in and to the Proprietary Rights, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Proprietary Rights, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignors shall take all further lawful actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment, including, but not limited to, effectuating the transfer of the Proprietary Rights with the registrar of the Proprietary Rights, and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNORS

BORE-FLEX INDUSTRIES INC.

By: 
Name: Michael R. Morgan
Its: President

ASSIGNEE

BOREFLEX, LLC

By: _____
Name: Wayne Byrne
Its: Chief Financial Officer

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

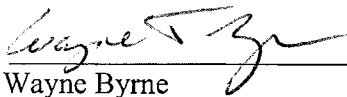
ASSIGNORS

BORE-FLEX INDUSTRIES INC.

By: _____
Name: Michael R. Morgan
Its: President

ASSIGNEE

BOREFLEX, LLC

By:  _____
Name: Wayne Byrne
Its: Chief Financial Officer

SCHEDULE A

Trademarks

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Record Owner |
|--------------------|--------------------|-------------|---------------------|-------------------|---|
| INNERGLIDE | 85024159 | 27-APR-2010 | | | Lamson Pipe Company Missouri Corporation 1299 Industrial Park Drive Mt. Grove, Missouri 65711 |
| MICRO-GARD | 76537496 | 14-AUG-2003 | 3071456 | 21-MAR-2006 | Thomas & Betts International, Inc. Delaware Corporation 501 Silverside Road Suite 67 Wilmington, Delaware 19809 |
| PYRAMID INDUSTRIES | 76292898 | 31-JUL-2001 | 3006820 | 18-OCT-2005 | Lamson Pipe Company Missouri Corporation 1299 Industrial Park Drive Mountain Grove, Missouri 65711 |

Patents

| Patent Title | Application Number | Filing Date | Patent Number | Grant Date | Status | Record Owner |
|------------------------|--------------------|-------------|---------------|------------|---------|---|
| Duct with wire locator | 10/679047 | 10/3/2003 | 6933438 | 8/29/2005 | Granted | Lamson Pipe Company Missouri Corporation 1299 Industrial Park Drive Mountain Grove, Missouri 65711 |
| Wellbore Apparatus | 10/448167 | 5/29/2003 | 6920924 | 7/26/2005 | Granted | Lamson Pipe Company Missouri Corporation 1299 Industrial Park Drive Mountain Grove, Missouri 65711 |
| U-Bend Fitting | 29187319 | 7/30/2003 | D501915 | 2/15/2005 | Granted | Lamson Pipe Company |

| Patent Title | Application Number | Filing Date | Patent Number | Grant Date | Status | Record Owner |
|--------------|--------------------|-------------|---------------|------------|--------|--|
| | | | | | | Missouri Corporation 1299 Industrial Park Drive Mountain Grove, Missouri 65711 |

Domain Name Schedule

| Domain Name | Expires | Registrant | Registrar |
|--------------|-------------|--|--|
| Boreflex.com | 22-Jul-2011 | BoreFlex Industries / Lamson Pipe (lamsonpipe-support@fouche.net) 1299 Industrial Park Drive Mt. Grove Missouri 65711 US Tel. +417.9267670 | FOUCHE ENTERPRISES, LLC Contact: +001.4178898742 Website: http://www.fouche.name |