

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
Tru-Flex Real Estate Holdings, Inc.		07/30/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Tru-Flex Metal Hose, LLC
Street Address:	2391 S. St. Rd. 263
City:	West Lebanon
State/Country:	INDIANA
Postal Code:	47991
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76406026	AIR FLEX PIPE
Serial Number:	75479175	E-Z PIPE
Serial Number:	74469287	FLOPPY-FLEX
Serial Number:	74469168	HOME-FLEX
Serial Number:	75624579	POLY-FLEX
Serial Number:	75624033	POLY-LOCK
Serial Number:	74468779	POWER-FLEX
Serial Number:	74469167	PRO-FLEX
Serial Number:	74161656	TF TRU-FLEX METAL HOSE CORP. SINCE 1962
Serial Number:	74161804	TRU-FLOW
Serial Number:	74135899	TRU-LITE

CORRESPONDENCE DATA

Fax Number: (816)983-8080
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900193234

**TRADEMARK
 REEL: 004551 FRAME: 0808**

CH \$290.00 76406026

Email: pto-kc@huschblackwell.com
Correspondent Name: Nathan E. Oleen
Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

NAME OF SUBMITTER:	Nathan E. Oleen
Signature:	/Nathan E. Oleen/
Date:	05/31/2011

Total Attachments: 8
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of July 30, 2010 by and between Tru-Flex Real Estate Holdings, Inc., an Indiana corporation ("Holdings"), and Tru-Flex Metal Hose, LLC, a Missouri limited liability company ("Company").

WHEREAS, Tru-Flex Metal Hose Corp., a former Indiana corporation, has amended its Articles of Incorporation to effectuate a corporate name change whereby it changed its name to Tru-Flex Real Estate Holdings, Inc.;

WHEREAS, Holdings and Company are parties to that certain Bill of Sale, Assignment and Assumption Agreement (the "Sale Agreement") dated July 30, 2010 under which Holdings assigned certain Acquired Assets (as defined in the Sale Agreement) to Company and further agreed to execute additional instruments and agreements as reasonably requested by Company to evidence the transfer of the Acquired Assets to Company;

WHEREAS, Holdings is the owner of all right, title and interest in and to certain Intellectual Property, including that listed on Exhibits A, B and C hereto; and

WHEREAS, Holdings desires to convey and Company desires to receive all right, title and interest in and to all Intellectual Property owned by Holdings.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement:

- 1.1** "**Intellectual Property**" means all intellectual property rights, including but not limited to those listed on Exhibits A, B and C hereto, arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction, including all foreign countries and territories, throughout the world:
- (a) trade names, trademarks, service marks, slogans, logos, designs and other indicia of origin (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress and similar rights, and all common law rights, applications to register (including intent-to-use applications), registrations, renewals and goodwill associated with any of the foregoing (collectively, "Marks");
 - (b) patents, patent applications, patent disclosures and improvements thereto together with all continuations, continuations-in-part, divisions, reissuances, revisions, extensions, substitutes, reexaminations and counterparts thereof, including all rights to claim priority (collectively, "Patents");
 - (c) copyrights (registered and unregistered), works of authorship, website designs, marketing materials and product literature, computer software (including source code, executable code, databases and related documentation) and all applications for registration,

registrations and renewals in connection with any of the foregoing (collectively, "Copyrights"); and

- (d) know-how, ideas, inventions, designs, methods, processes, formulae, algorithms, techniques, technical data, specifications, research and development information, technology, product roadmaps, drawings, customer and supplier lists, business and marketing plans, proposals, studies, reports, price and cost information and any other information, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use, excluding any Copyrights or Patents that may cover or protect any of the foregoing (collectively, "Trade Secrets").

ARTICLE 2 ASSIGNMENT

2.1 Assignment. For good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Holdings hereby sells, assigns, transfers and sets over unto Company all of Holdings' right, title and interest in and to all Intellectual Property owned by Holdings, including but not limited to the Intellectual Property listed on Exhibits A, B and C, and further including:

- (a) all goodwill related to or associated with the use of and symbolized by the Marks;
- (b) the know-how associated with and necessary to control the nature and quality of goods and services offered in connection with the Marks;
- (c) all reproduction, publishing, display and distribution rights associated with the Copyrights;
- (d) the right to change, modify, edit, distort, or alter the Copyrights;
- (e) the right to produce derivative works and/or works incorporating the Copyrights;
- (f) all moral rights associated with the Copyrights and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint that Holdings has in the Copyrights, Holdings hereby waives those rights as to Company, its successors, licensees and assigns;
- (g) all causes of action, either in law or in equity, for past, present, or future infringement of the Intellectual Property; and
- (h) all rights corresponding to any of the foregoing, throughout the world.

2.2 Further Assurances. Holdings further agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title of the Intellectual Property rights in Company, its successors and assigns, and that it will, at any time upon request, communicate to Company, its successors and assigns, such facts relating to the Intellectual Property rights or the history thereof as may be known to it. Holdings authorizes Company to record this assignment in the United States Patent and Trademark Office and in similar government offices throughout the world.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

TRU-FLEX REAL ESTATE HOLDINGS, INC. ("HOLDINGS")

By: Shane C. Parr

Name: Shane C Parr

Title: Managing Director

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 24 day of MAY, 2011, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Shane C. Parr to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Carol A. Golden
Notary Public

My Commission Expires:

12-10-12



TRU-FLEX METAL HOSE, LLC ("COMPANY")

By: Gregory A. Notestine

Name: GREGORY A. NOTESTINE

Title: CEO

STATE OF Missouri)
COUNTY OF Jackson) ss.

On this 24 day of MAY, 2011, before me, the undersigned, a Notary Public within and for the County and State aforesaid, personally appeared Gregory A. Notestine to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

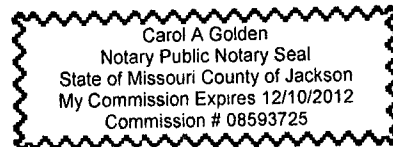
In Witness Whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Carol A. Golden

Notary Public

My Commission Expires:

12-10-12



**EXHIBIT A
U.S. PATENTS**

TITLE	PATENT/ SERIAL NO.	ISSUE/ FILING DATE
Compressible Exhaust Connection Member	12/942,828	11/09/2010
Corrugated Flexible Hose Coupling System	5,857,716	01/12/1999
Corrugated Flexible Hose Coupling System	5,845,946	12/08/1998
Corrugated Flexible Hose Coupling System	6,102,445	08/15/2000
Dynamic Stress Controlling Flexible Hose Section	5,882,046	03/16/1999
End-Slotted Flexible Metal Hose	6,312,021	11/06/2001
Exhaust Bellows for Dynamic Torsion Control in An Exhaust System	6,893,053	05/17/2005
Exhaust Bellows for Dynamic Torsion Control in An Exhaust System	7,066,495	06/27/2006
Exhaust Connection Member with Preformed Braided Cover	12/942,684	11/09/2010
Exhaust Pipe Joint With Insert	7,775,561	08/17/2010
Exhaust System Conduit With Thermal/Noise Insulation	12/569,630	09/29/2009
Flexible Connector Assembly For Exhaust System	6,488,313	12/03/2002
Flexible Metal Hose Termination Fitting With Adapter for Termination Plate	6,488,316	12/03/2002
Heat and Vibration Resistant Flexible Metal Hose Assembly	5,769,463	06/23/1998
Length-Controlled Flexible Hose and Method of Manufacturing Same	6,053,212	04/25/2000
Length-Controlled Flexible Hose and Method of Manufacturing Same	6,427,727	08/06/2002
Multi-Layered Flexible Piping and Method and Machine for Forming Same	5,228,479	07/20/1993
Self-Sealing Flexible Metal Hose	6,378,561	04/30/2002
Self-Sealing Flexible Metal Hose	6,497,254	12/24/2002
Spot-Welded End Fitting for Flexible Metal Piping	5,362,113	11/08/1994
Vehicle Exhaust System with Improved Pipe End Configurations	6,341,805	01/29/2002
Vehicle With Improved Exhaust System for Internal Combustion Engine	5,924,282	07/20/1999

**EXHIBIT B
FOREIGN PATENTS**

COUNTRY	TITLE	PATENT/ SERIAL NO.	ISSUE/ FILING DATE
CANADA	Corrugated Flexible Hose Coupling	2215271	09/25/2007
CANADA	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	2674668	05/06/2002
CANADA	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	2674883	05/06/2002
CANADA	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	2385099	11/10/2009
FRANCE	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1291501B	07/26/2006
GERMANY	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1291501B	10/17/2006
UNITED KINGDOM	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1291501B	07/26/2006
NETHERLANDS	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1291501B	07/26/2006
EPC	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1291501	07/26/2006
EPC	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
GERMANY	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
DENMARK	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
FRANCE	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
UNITED KINGDOM	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
ITALY	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
NETHERLANDS	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
SWEDEN	Exhaust Bellows for Dynamic Torsion Control in an Exhaust System	1705347B	07/23/2008
EPC	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
BELGIUM	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
ITALY	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
SWEDEN	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
FINLAND	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
GERMANY	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
NETHERLANDS	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
UNITED KINGDOM	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
DENMARK	Exhaust Pipe Joint with Insert	1816325B	03/24/2010

FRANCE	Exhaust Pipe Joint with Insert	1816325B	03/24/2010
CANADA	Exhaust Pipe Joint with Insert	2574413	01/19/2007
CANADA	Exhaust System Conduit with Thermal/Noise Insulation	2714750	09/15/2010
EPC	Exhaust System Conduit with Thermal/Noise Insulation	10179025.1	09/23/2010

**EXHIBIT C
U.S. TRADEMARKS**

MARK	REG. NO.	ISSUE DATE
AIR FLEX PIPE	2,780,879	11/04/2003
EZ-PIPE	2,437,393	03/20/2001
FLOPPY-FLEX	1,866,723	12/13/1994
HOME-FLEX	1,977,109	05/28/1996
POLY-FLEX	2,458,016	06/05/2001
POLY-LOCK	2,458,013	06/05/2001
POWER-FLEX	1,864,521	11/29/1994
PRO-FLEX	1,953,626	01/30/1996
TRU-FLEX METAL HOSE CORP. & DESIGN	1,732,451	11/17/1992
TRU-FLOW	1,728,875	11/03/1992
TRU-LITE	1,676,555	02/25/1992