### 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	
Enduro Systems, Inc		04/29/2011	CORPORATION: TEXAS	

### **RECEIVING PARTY DATA**

Name:	Enduro Composites, Inc.		
Street Address:	16602 Central Green Boulevard		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85275111	ENDURO
Serial Number:	85275113	TUFF SPAN
Registration Number:	1185778	TUFF SPAN
Registration Number:	2950219	AQUASPAN
Registration Number:	1316955	VESCA

### **CORRESPONDENCE DATA**

Fax Number: (800)404-3970

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

206-204-6241 Phone:

Email: docketing@bgllp.com, matt.schneller@bgllp.com

Correspondent Name: Matthew D. Schneller 701 Fifth Avenue Address Line 1: **Suite 6200** Address Line 2:

Address Line 4: Seattle, WASHINGTON 98104-7043

ATTORNEY DOCKET NUMBER: 027364-000002

TRADEMARK

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NAME OF SUBMITTER:	Matthew D. Schneller			
Signature:	/Matthew D. Schneller/			
Date:	06/23/2011			
Total Attachments: 6 source=Trademark assignment#page1.tif source=Trademark assignment#page2.tif source=Trademark assignment#page3.tif source=Trademark assignment#page4.tif source=Trademark assignment#page5.tif source=Trademark assignment#page6.tif				

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# ATTACHMENT 4 TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 29, 2011 (the "Effective Date"), is made by and among Enduro Holdings, Inc., a Delaware corporation to be renamed "Intersystems Holdings, Inc." ("Holdings"), Enduro Systems, Inc., a Texas corporation ("ESI" and together with Holdings, "Assignor") and Enduro Composites, Inc., a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to the Assignment of Intellectual Property between Assignor and Assignee, executed concurrently with this Assignment (the "Assignment of Intellectual Property"), Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks as described in Appendix 1; and

WHEREAS, pursuant to the Assignment of Intellectual Property, Assignor and Assignee have agreed to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the covenants and promises set forth herein, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Subject to the Credit Agreement dated December 10, 2009 between Enduro Systems, Inc., as borrower, and Enduro Holdings, Inc., FW Acquisition Co. and Intersystems, Inc. as guarantors, and Wells Fargo, as lender (the "Credit Agreement"), Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts and assumes, free and clear of and from all other liens, Assignor's right, title and interest, together with all rights of priority, in and to the Trademarks as described on Appendix 1 hereto together with the goodwill of the business symbolized by the Trademarks, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.
- 2. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any similar foreign trademark authorities, to record this Assignment so as to reflect Assignee's ownership of the Trademarks.
- 3. Assignor hereby covenants and agrees that Assignor will, at any time, upon request, execute and deliver any and all papers and take any and all other reasonable actions that may be necessary or desirable to implement or perfect this Assignment, without further compensation but at the expense of Assignee, its successors or assigns with respect to Assignor's reasonable out-of-pocket costs.
- 4. This Assignment is executed and delivered pursuant to the terms and conditions of the Assignment of Intellectual Property, including but not limited to, the representations and warranties made by Assignor and Assignee therein. In the event of any ambiguity or

Assignment of Intellectual Property, Attachment 4, Page - 1 -

inconsistency between the terms of the Assignment of Intellectual Property and the terms hereof, the terms of the Assignment of Intellectual Property shall prevail.

- 5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. No provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person other than Assignor and Assignee and their respective successors and assigns.
- 6. This Assignment, including the attachments, appendices, schedules, and exhibits thereto, the documents, instruments, and schedules referred to herein, and all other documents delivered by the parties in connection with this Assignment, constitute the entire agreement between the parties with respect to the subject matter of this Assignment and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Assignment. In the event of any conflict between the terms and conditions as set forth in this Assignment and in the Assignment of Intellectual Property, the Assignment of Intellectual Property shall govern.
- 7. Capitalized terms not defined herein shall have the meaning set forth in the Assignment of Intellectual Property. Additionally, for the purpose of this Assignment:

"<u>Trademarks</u>" means all trademarks, service marks, trade dress, logos, slogans, trade names, and corporate names, together with all abbreviations, translations, adaptations, derivations, and combinations thereof, and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the Effective Date.

### **ASSIGNOR:**

ENDURO HOLDINGS, INC.

Name: Walter C. Greig
Title: Chief Executive Officer

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 29<sup>th</sup> day of April 2011, personally appeared Walter C. Greig, acting on behalf of Enduro Holdings, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF TEXAS

B. J. MAXWELL
MY COMMISSION EXPIRES
February 13, 2014

Houston/3422768

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the Effective Date.

ASSIGNOR:

ENDURO SYSTEMS, INC.

Name: Walter C. Oreig

Title: Chief Executive Officer

THE STATE OF TEXAS §

**COUNTY OF HARRIS §** 

BEFORE ME, the undersigned authority, on this 29<sup>th</sup> day of April 2011, personally appeared Walter C. Greig, acting on behalf of Enduro Systems, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF TEXAS

B. J. MAXWELL
MY COMMISSION EXPIRES
February 13, 2014

Houston/3422768

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the Effective Date.

### ASSIGNEE:

ENDURO COMPOSITES, INC.

Name: Walter C. Greig

Title: Chief Executive Officer

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 29<sup>th</sup> day of April 2011, personally appeared Walter C. Greig, acting on behalf of Enduro Composites, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

NOTARY PUBLIC, STATE OF TEXAS

B. J. MAXWELL MY COMMISSION EXPIRES February 13, 2014

Houston/3422768

## APPENDIX 1 TO ATTACHMENT 4 TO ASSIGNMENT OF INTELLECTUAL PROPERTY TRADEMARKS

Mark	COUNTRY	APPLICATION / REGISTRATION No.	FILING / REGISTRATION	INTERNATIONAL CLASS	<u>Status</u>
ENDURO	U.S.	85275111	<b>DATE</b> 3/23/2011	6, 17, 19, 20, 37, 42	Pending Application
TUFF SPAN	U.S.	85275113	3/23/2011	19.	Pending Application
TUFF SPAN	U.S.	1185778	1/12/1982	19	Registration
AQUASPAN	U.S.	2950219	5/10/2005	19	Registration
VESCA	U.S.	1316955	1/29/1985	17	Registration
AQUASPAN	China	6608395	1/31/2011	19	Registration
TUFF SPAN	China	6615639	3/28/2010	19	Registration
TUFF SPAN	Singapore	T98/04162G	5/2/1998	19	Registration
ENDURO	U.A.E.	155963	4/18/2011	6	Pending Application
ENDURO	U.A.E.	155964	4/18/2011	17	Pending Application
ENDURO	U.A.E.	155965	4/18/2011	19	Pending Application
ENDURO	U.A.E.	155966	4/18/2011	20	Pending Application
ENDURO	U.A.E.	155967	4/18/2011	37	Pending Application
ENDURO	U.A.E.	155968	4/18/2011	42	Pending Application
SUPER TUFF	U.S.	1023190	10/21/1975	12	Expired
COMPOSITE TECHNOLOGY, INC.	U.S.	1299512	10/9/1984	19	Cancelled
COMPOSITE TECHNOLOGY, INC.	U.S.	1759727	3/23/1993	11, 19	Cancelled
Stylized Design (Design Only)	U.S.	1315790	1/22/1985	19	Cancelled
CTI (and Design)	U.S.	1706781	8/11/1992	19	Cancelled

Assignment of Intellectual Property, Attachment 4, Appendix 1, Page - 1 -

**RECORDED: 06/23/2011** 

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