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TO: KAY LAWLER C/O BURLESON LLP COMPANY: 700 MILAM, SUITE 1100

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**07/25/2011**  
**900197890**

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
IDS Integrated Distribution Services, LLC		07/16/2011	LTD LIAB JT ST CO:
<b>RECEIVING PARTY DATA</b>			
Name:	Thorpe Products Midwest, LLC		
Street Address:	6833 Kirbyville		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77033		
Entity Type:	LTD LIAB JT ST CO: <i>TEXAS</i>		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3920379	IDS INTEGRATED DISTRIBUTION SERVICES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(713)358-1717		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713-358-1783		
Email:	klawler@burlesonllp.com		
Correspondent Name:	Kay Lawler c/o Burleson LLP		
Address Line 1:	700 Milam, Suite 1100		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Kay Lawler		
Signature:	/s/ Kay Lawler		
Date:	07/25/2011		

Total Attachments: 5

OP \$40.00 3920379

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TO:KAY LAWLER C/O BURLESON LLP COMPANY:700 MILAM, SUITE 1100

Execution Copy

**ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS**

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (this "Agreement") is made and entered into as of July 15, 2011, by IDS Integrated Distribution Services, LLC, a Missouri limited liability company ("Assignor"), to Thorpe Products Midwest, LLC, a Texas limited liability company ("Assignee").

**RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of July 15, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of laws thereof.

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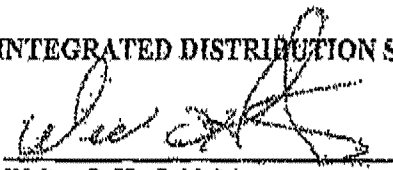
TO: KAY LAWLER C/O BURLESON LLP COMPANY: 700 MILAM, SUITE 1100



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

IDS INTEGRATED DISTRIBUTION SERVICES, LLC

By:   
Walter O. Hatfield, Manager

ASSIGNEE:

THORPE PRODUCTS MIDWEST, LLC

By: \_\_\_\_\_  
William C. Ruiz, Vice President

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date first above written.

ASSIGNOR:

IDS INTEGRATED DISTRIBUTION SERVICES, LLC

By: Walter D. Hatfield, Manager

ASSIGNEE:

THORPE PRODUCTS MIDWEST, LLC

By: William G. Ruiz, Vice President

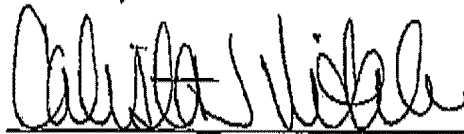
*Signature Page to Assignment of Service Marks and Trademarks*

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State of Missouri     )  
                              )  
County of St. Louis    )     ss.:

On this 14<sup>th</sup> day of July, 2011, before me, Calista J. Vitale, personally appeared Walter O. Hatfield, Manager of IDS Integrated Distribution Services, LLC, a Missouri limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public

**CALISTA J. VITALE**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
Commission # 11034042  
My Commission Expires: 4-12-2015

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### SCHEDULE A

#### Registered Servicemarks and Trademarks

<i>Servicemark or Trademark</i>	<i>U.S. or Canadian Registration No.</i>	<i>Registration Date</i>
1. "IDS INTEGRATED DISTRIBUTION SERVICES"	3.920,379	February 15, 2011

#### Unregistered Servicemarks and Trademarks

1. "INSULFLEX"
2. "THE FAB SHOP"

#### Pending Servicemark or Trademark Applications

<i>Servicemark or Trademark</i>	<i>Application Number</i>	<i>Application Date</i>
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#### Trade Names