

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/01/2011
 900198492

SUBMISSION TYPE		NEW ASSIGNMENT	
NATURE OF CONVEYANCE		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Merit Group		07/29/2011	CORPORATION
RECEIVING PARTY DATA			
Name	MG Distribution, LLC		
Street Address	1310 Union Street		
City	Spartanburg		
State/Country	SOUTH CAROLINA		
Postal Code	29302		
Entity Type	LIMITED LIABILITY COMPANY Illinois		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3432025	MERIT PRO	
CORRESPONDENCE DATA			
Fax Number:	(310)712-8486		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	lisa.levinson@kattenlaw.com		
Correspondent Name:	Lisa Levinson		
Address Line 1:	2029 Century Park East, Suite 2600		
Address Line 2:	Katten Muchin Rosenman LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3012		
ATTORNEY DOCKET NUMBER:	343434-5 MERIT PRO		
NAME OF SUBMITTER:	Lisa Levinson		
Signature:	/s/ lisa levinson		
Date:	08/01/2011		
Total Attachments: 3 source=Assignment of Trademarks - MG Distribution LLC#page1.tif source=Assignment of Trademarks - MG Distribution LLC#page2.tif source=Assignment of Trademarks - MG Distribution LLC#page3.tif			

CH \$40.00 3432025

ASSIGNMENT OF TRADEMARKS

This **Assignment of Trademarks** (this "Agreement"), made as of July 29, 2011, is made by **The Merit Group, Inc.**, a South Carolina corporation, ("Seller") in favor of **MG Distribution, LLC**, an Illinois limited liability company ("Buyer"). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Purchase Agreement (as defined below)

Pursuant to that certain Asset Purchase Agreement, dated as of June 29, 2011 (the "Purchase Agreement"), by and among Buyer, Seller and certain affiliates of Seller, Seller hereby irrevocably conveys, transfers and assigns to Buyer all worldwide rights, title and interest in and to the trademarks and trademark applications set forth in Exhibit A hereto ("Assigned Trademarks"), together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith, free and clear of all encumbrances.

Seller hereby agrees to execute and deliver any and all additional documents that Buyer may reasonably request in order to more fully effect the agreements set forth in this Agreement.

This Agreement shall be subject to the terms and conditions set forth in the Purchase Agreement and the Sale Order.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

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IN WITNESS WHEREOF, Seller has executed this Assignment of Trademarks as of the date first written above.

THE MERIT GROUP, INC.

By: [Signature]
Name: Mitchell T. Jolley
Title: Chief Executive Officer and President

State of South Carolina) ss. 251-70-1823
County of Spartanburg)

On this 28th day of July, 2011, before me, Ruth Stebbin personally appeared Mitchell T. Jolley, Chief Executive Officer and President of The Merit Group, Inc., a South Carolina corporation, 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.

[Signature]
Notary Public
July 29, 2012

Signature Page Assignment of Trademarks
MG Distribution, LLC

31576065

EXHIBIT A

Registered Marks:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial. No.</u>	<u>File Date</u>	<u>Publication Date</u>	<u>Reg. No.</u>
Merit Pro	U.S.	77054322	May 20, 2008	July 3, 2007	3432025

Unregistered Marks:

<u>Mark</u>
Lancaster
Merit Trade Source
Merit Max

11/78065