#### 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
MW Supply, Inc. d/b/a Bustin Industrial Products		09/07/2011	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	ROM Acquisition Corporation	
Street Address:	6800 E. 163rd Street	
City:	Belton	
State/Country:	MISSOURI	
Postal Code:	64012	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	85059867	THE SAFETY AUTHORITY	

#### **CORRESPONDENCE DATA**

Fax Number: (214)981-3400

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

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 35974-10030

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

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Date:	09/08/2011
Total Attachments: 5 source=ROM Acquisition Corporation - signer	ed Trademark Assignment#page2.tif ed Trademark Assignment#page3.tif ed Trademark Assignment#page4.tif

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made and entered into as of September 7, 2011, by and between MW Supply, Inc., a Texas corporation d/b/a Bustin Industrial Products ("<u>Assignor</u>"), and ROM Acquisition Corporation, a Delaware corporation ("<u>Assignee</u>").

WHEREAS, pursuant to the Asset Purchase Agreement by and among Assignor, Assignee and Michael B. Williams, dated as of August 25, 2011 (the "<u>Agreement</u>"), Assignor agreed to assign all right, title and interest in and to the Intellectual Property (as defined by reference therein) related to Assignor's Bustin Industrial Products division, including any and all trademarks and trademark applications ("<u>Trademarks</u>") and tradenames ("<u>Tradenames</u>") listed on the attached <u>Schedule 1</u>, and all goodwill of any business associated and connected therewith or symbolized thereby, if any;

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Trademarks and Tradenames, and the parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

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

- 1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, Assignor hereby transfers, conveys, assigns, grants and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Trademarks and Tradenames set forth on the attached Schedule 1 together with the goodwill of the business, if any, associated and connected therewith or symbolized thereby (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Trademarks and/or Tradenames; (iv) all rights to sue for past, present and future infringement of the Trademarks and/or Tradenames, and the right of recovery, including but not limited to damages for past, present and future infringement; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- 2. Assignee is the successor-in-interest to the on-going business of Assignor with respect to the Business and the Division (each as defined in the Agreement), or that portion of the Business and the Division to which the Trademarks pertain, as set forth in the Agreement.
- 3. This Assignment may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the parties' rights and interests in the Intellectual Property.
- 5. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

6. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to Trademark issues, and (ii) in all other respects, including as to validity (except for Trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

MW SUPPLY, INC. D/B/A BUSTIN INDUSTRIAL

PRODUCTS

By:

Name:

Michael B. Williams

Title:

President

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ASSIGNEE:

ROM ACQUISITION CORPORATION

By: Name: Jeff Hupke
Title: President

Title:

President

# Schedule 1

# **Trademark Application**

APPLICANT	MARK	COUNTRY	APPLICATION SER. NO.
MW SUPPLY, INC.	THE SAFETY AUTHORITY	US	85059867

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### **Tradenames**

1. Bustin Industrial Products

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**RECORDED: 09/08/2011**