

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Delaware Capital Formation, Inc. | | 09/28/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | C Cab Products, Inc. | | |
| Street Address: | 485 Lexington Ave., 31st Floor | | |
| Internal Address: | c/o KPS Capital Partners, LP | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1494140 | | |
| Registration Number: | 3259085 | CRENLO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (402)390-9005 | | |
| Phone: | 402 390 9500 | | |
| Email: | ip@koleyjessen.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Roberta L. Christensen | | |
| Address Line 1: | 1125 S 103rd Street | | |
| Address Line 2: | One Pacific Place, Suite 800 | | |
| Address Line 4: | Omaha, NEBRASKA 68124 | | |
| ATTORNEY DOCKET NUMBER: | 2768-0088 DOVER | | |
| NAME OF SUBMITTER: | Roberta L. Christensen | | |

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 REEL: 004632 FRAME: 0515**

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|--|------------|
| Signature: | /r/c/ |
| Date: | 09/29/2011 |
| Total Attachments: 3 source=C Cab TM assgn #page1.tif source=C Cab TM assgn #page2.tif source=C Cab TM assgn #page3.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into effective September 28, 2011, by DELAWARE CAPITAL FORMATION, INC., a Delaware corporation ("Assignor"), having an address of 501 Silverside Road, Suite 5, Wilmington, DE 19809, and C Cab Products, Inc., a Delaware corporation ("Assignee"), having an address of c/o KPS Capital Partners, LP, 485 Lexington Avenue, 31st Floor, New York, New York 10017.

WHEREAS, Crenlo, LLC, a Delaware limited liability company ("Crenlo"), Dover Fluid Management, Inc., a Delaware corporation, and International Equipment Solutions, Inc., a Delaware corporation ("Purchaser"), have entered into that certain Asset Purchase Agreement dated as of August 22, 2011 (the "Purchase Agreement"), pursuant to which Crenlo has agreed to cause Assignor to sell, convey, assign and transfer to Purchaser all of its right, title and interest in and to the Trademarks (as defined below).

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated September 28, by and between P Brands Holdings, Inc. (f/k/a International Equipment Solutions, Inc., a Delaware corporation, and Assignee and CE Enclosures, Inc. (the "Assignment and Assumption Agreement"), Purchaser assigned to Assignee all of its rights and obligations to purchase from Assignor the Trademarks.

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and the Assignment and Assumption Agreement, and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit "A", attached hereto (the "Trademarks"), and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, all applications 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.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks in any and all countries.



Delaware Capital Formation, Inc.

Assignor

By *[Signature]*
Title President

State of Delaware)
) ss.
County of New Castle)

On this 26th day of September, 2011, before a Notary Public in and for the country and state aforesaid, appeared *[Signature]*, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

[Signature]
Notary Public

PAMELA MARIE BIORDI
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires May 9, 2013

EXHIBIT "A"

U.S. TRADEMARKS

| MARK | REG. NO. |
|----------------------|-----------------|
| MISCELLANEOUS DESIGN | 1,494,140 |
| CRENLO | 3,259,085 |

(Handwritten signature)