

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
Roper Whitney of Rockford, Inc.		09/30/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	RW Acquisition, LLC		
Street Address:	6926 Smithville Highway		
City:	McMinnville		
State/Country:	TENNESSEE		
Postal Code:	37710		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2674664	ROPER WHITNEY	
Registration Number:	3898592	PEXTO	
Registration Number:	3918558	RW	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1277		
Phone:	423.757.0277		
Email:	dhill@cbslawfirm.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:	David J. Hill		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	19913_00-1101		
NAME OF SUBMITTER:	David J. Hill		

OP \$90.00 2674664

Signature:	/David J. Hill/
Date:	10/06/2011
Total Attachments: 2 source=tm assign#page1.tif source=tm assign#page2.tif	

TRADEMARK ASSIGNMENT

This Assignment is made as of the 30th day of September, 2011 by Howard B. Samuels of Rally Capital Services, LLC, not individually but as receiver Roper Whitney of Rockford, Inc. under that certain Court Order dated September 29, 2011 ("Assignor").

WHEREAS Assignor owns the trademarks listed on Attachment 1 to this Trademark Assignment (collectively, "the Marks"); and

WHEREAS the Marks are associated with certain of Assignor's products and symbolize the goodwill of Assignor's business associated with such products; and

WHEREAS, pursuant to an Amended and Restated Asset Purchase Agreement dated September 30, 2011 ("Agreement"), Assignor has sold and transferred certain assets relating to the products in connection with which the Marks are used, along with the goodwill of Assignor's business symbolized thereby, to RW Acquisition, LLC, an Illinois limited liability company having as its address: 6926 Smithville Highway, McMinnville, Tennessee 37710 ("Assignee").

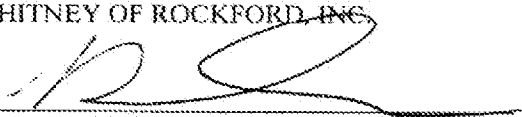
NOW, THEREFORE, for and in consideration of the covenants, representations and warranties set forth hereinafter and in the Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of the Marks.
2. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Marks.
3. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment.
4. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives.

Executed as of the date first written above by Assignor.

ASSIGNOR:

ROPER WHITNEY OF ROCKFORD, INC.

By: 
Howard B. Samuels of Rally Capital Services,
LLC, not individually but as receiver of Roper
Whitney of Rockford, Inc. under that certain
Court Order dated September 29, 2011

19913_00/1101/DJI-1166632_1

Attachment 1

<u>Trademark</u>	<u>U.S. Registration Number</u>
ROPER WHITNEY	2,674,664
PEXTO	3,898,592
<i>rw & design</i>	3,918,558

19913_00/1101/DJH-116632_1