

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
OPG, Inc.		04/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MASTHEAD INDUSTRIES, INC.
Street Address:	50 INDUSTRIAL LOOP N.
City:	ORANGE PARK
State/Country:	FLORIDA
Postal Code:	32073
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2945147	FLEXTRAL
Registration Number:	2950127	FLEXTRAL
Registration Number:	3547626	PROSHIELD

CORRESPONDENCE DATA	
Fax Number:	9049809234
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9049968099
Email:	myoung@myoungpa.com
Correspondent Name:	Mark J. Young
Address Line 1:	12086 Ft. Caroline Rd., Unit 202
Address Line 4:	Jacksonville, FLORIDA 32225

NAME OF SUBMITTER:	Mark J. Young
Signature:	/Mark J. Young/

OP \$90.00 2945147

Date:

04/27/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of this 27th day of April, 2012, by and between the party identified below as Assignor ("ASSIGNOR") and the party identified below as Assignee ("ASSIGNEE").

WHEREAS, ASSIGNOR is the sole and exclusive owner of the mark(s) identified in Exhibit A attached hereto and all goodwill associated therewith (collectively the "Marks" as defined herein); and

WHEREAS, ASSIGNOR desires to assign, transfer and convey to ASSIGNEE all rights, title and interests in the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, hereby agree as follows:

ARTICLE I

ASSIGNMENT OF TRADEMARK

1.1 Assignment. ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE all rights, title and interests ASSIGNOR may have or accrue in the Marks including, but not limited to, (i) any pending applications owned by ASSIGNOR to register the Marks, (ii) registrations issued for the Marks, (iii) all goodwill associated therewith, (iv) and all domain name registrations for domain names that are owned by Assignor and are comprised of, contain or are based upon any of the Marks.

1.2 Waiver. ASSIGNOR shall not, at any time, contest the validity of the Marks, or take any action that would impair the value of the Marks. Without limitation of the foregoing, ASSIGNOR expressly represents and warrants that it shall not resume use of the Marks, or any word, symbol or domain name that is confusingly similar to the Marks or a colorable imitation thereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of ASSIGNOR. ASSIGNOR represents and warrants as follows:

- (a) that the recitals are true and correct;
- (b) that ASSIGNOR has all necessary rights, title, and authority to make and enter into this Assignment and that this Assignment will not violate ASSIGNOR's obligations to or with any third party;
- (c) that ASSIGNOR knows of no pending or threatened claims by any third party relating to the Marks;
- (d) that, except for a verbal joint marketing agreement among Assignor's shareholders permitting such shareholders to use the Marks in certain

geographical areas, ASSIGNOR has not granted a license to any third party relating to any of the Marks and has not consented to use of the Marks by any third party; and

(e) that ASSIGNOR is not aware of any possible infringement of any of the Marks by any third party.

ARTICLE III

FURTHER ACTIONS BY THE ASSIGNOR

3.1 Actions by ASSIGNOR. ASSIGNOR agrees to execute any other documents and to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment, to substantiate ASSIGNEE's ownership of the Marks, to assist ASSIGNEE in obtaining, maintaining and renewing registrations for the Marks, and to assist ASSIGNEE in enforcing and defending intellectual property rights associated with the Marks.

ARTICLE IV

MISCELLANEOUS

4.1 Entire Agreement and Amendment. This Agreement supersedes all prior and contemporaneous discussions, understandings and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

4.3 Counterparts. This Agreement may be executed in any number of counterparts, in photocopy, facsimile, and scanned copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered via facsimile transmission and electronic transmission.

* * *


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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

Masthead Industries, Inc.

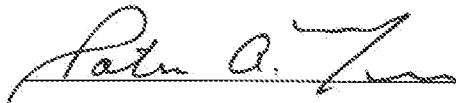
a Florida corporation

/s/ 

Print: J. Palmer Clarkson

Title: President

Before me personally appeared the individual signing on behalf of the party identified above, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the party identified above, and acknowledged that he/she executed the same.


Notary Public



ASSIGNOR

OPG, Inc., a Delaware corporation,
formerly known as OPG Merger Corp.
successor by merger to OPG, Inc.,
a Delaware corporation

/s/:

Print:

J. Palmer Clarkson

Title:

President

Before me personally appeared the individual signing on behalf of the party identified above, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the party identified above, and acknowledged that he/she executed the same.

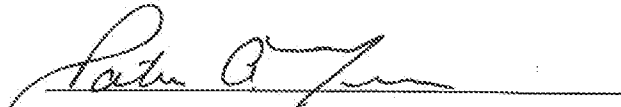

Notary Public



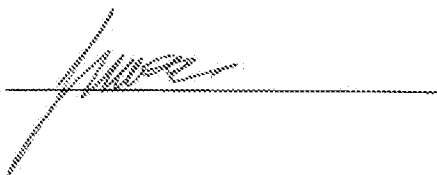
EXHIBIT A
ASSIGNED MARKS

Serial No.	Reg. No.	Word Mark	Owner	Status
78273822	2945147	FLEXTRAL	OPG, Inc.	Registered
78273816	2950127	FLEXTRAL	OPG, Inc.	Registered
77213595	3547626	PROSHIELD	OPG, Inc.	Registered

ASSIGNEE:

Masthead Industries, Inc.
a Florida corporation

/s/:



ASSIGNOR:

OPG, Inc., a Delaware corporation,
formerly known as OPG Merger Corp.
successor by merger to OPG, Inc.,
a Delaware corporation

/s/:

