

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
Rod Granberry		04/27/2012	INDIVIDUAL: UNITED STATES
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3114837	HOSE POWER	
Registration Number:	3127532	HOSE POWER	
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/		
Date:	04/27/2012		

OP \$65.00 3114837

Total Attachments: 5

source=Trademark Assignment by ROD#page1.tif

source=Trademark Assignment by ROD#page2.tif

source=Trademark Assignment by ROD#page3.tif

source=Trademark Assignment by ROD#page4.tif

source=Trademark Assignment by ROD#page5.tif

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

FURTHER ACTIONS BY THE ASSIGNOR

2.1 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 III

MISCELLANEOUS

3.1 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, excepting the Asset Purchase Agreement ("Purchase Agreement") by and among Masthead Industries, Inc., a Florida

corporation ("Purchaser"), HosePower USA, Inc., a Texas corporation ("Seller"), and C. Rod Granberry, Jr., an individual ("Seller Shareholder"). The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities of and by the Seller or the Seller Entities, as applicable, relating to the Marks, are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of the ASSIGNOR and the ASSIGNEE..

3.2 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.

3.3 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.

* * *

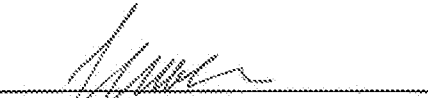
[REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK]

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.

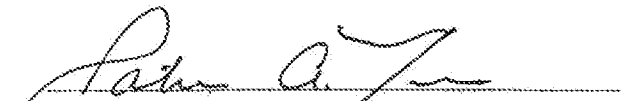
a Florida corporation

/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

C. Rod Granberry, Jr.,
an individual, aka Rod Granberry

/s/ R Granberry

Print: C Rod Granberry Jr

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

Sharon L. Thomsen
Notary Public

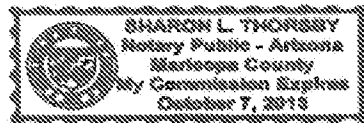


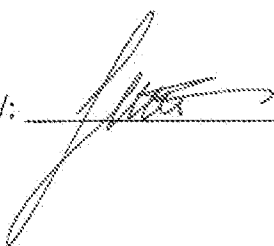
EXHIBIT A
ASSIGNED MARKS

	Serial No.	Reg. No.	Word Mark	Owner	Status
1	78249068	3114837	HOSE POWER	Rod Granberry	Registered
2	78249063	3127532	HOSE POWER	Rod Granberry	Registered

ASSIGNEE:

Masthead Industries, Inc.

a Florida corporation

/s/ 

ASSIGNOR:

C. Rod Granberry, Jr.,

an individual, aka Rod Granberry

/s/ 