

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
	EMS USA, Inc.		08/15/2012
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cowboy Industrial Sales, Inc.		
Street Address:	1618 East Lane		
City:	Beaumont		
State/Country:	TEXAS		
Postal Code:	77713		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	4009619	COWBOY VALVE & FITTINGS
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7135797736		
Email:	lcohen@emsglobal.net		
Correspondent Name:	Lisa Cohen		
Address Line 1:	2000 Bering Drive Suite 600		
Address Line 4:	Houston, TEXAS 77057		
NAME OF SUBMITTER:	Lisa Cohen		
Signature:	/Lisa Cohen/		
Date:	11/14/2012		
Total Attachments: 3			
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OP \$40.00 4009619

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale, dated as of August 15, 2012 (the "Assignment"), is by and among EMS USA, Inc., a Delaware corporation (the "Assignor"), and Cowboy Industrial Sales, Inc., a Texas corporation ("Assignee").

WITNESSETH:

WHEREAS, in connection with the consummation of the transactions contemplated in that certain Asset Purchase Agreement, dated as of August 15, 2012 (the "Agreement"), by and among Assignor, as Seller, and Assignee, as Purchaser, Assignor desires to assign to Assignee, and Assignee desire to accept from Assignor, those assets more particularly described on Schedule A attached hereto (the "Conveyed Assets");

NOW, THEREFORE, for and in consideration of an assignment by Assignor to Assignee of the Conveyed Assets, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assign, transfers and conveys to Assignee, its successors and assigns, the Conveyed Assets and all of Assignor's right, title and interest in, under and to the Conveyed Assets. This Assignment is given without recourse, representation or warranty, express or implied, except as otherwise provided in the Agreement.
2. Assumption. Assignee hereby accepts the assignment of the Conveyed Assets, and assumes and agrees to perform, discharge and satisfy all of the obligations, duties and liabilities of Assignor under the Conveyed Assets that may accrue from and after the date hereof.
3. Successors and Assigns. All terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of the conflicts of law provisions thereof.
5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the date first above written.

ASSIGNOR:

EMS USA, Inc.

By: 
Name: STEPHEN SCHWIND
Title: PRESIDENT

ASSIGNEE:

Cowboy Industrial Sales, Inc.

By: _____
Name: _____
Title: _____

SCHEDULE A

All assets are transferred in their WHERE IS, AS IS condition

Word Mark and Standard Character Mark filed in the United States Patent and Trademark Office; Serial Number 85222063; Registration Number 4009619

See Attachment 1 for Inventory Valuation

See Attachment 2 for Vehicle Inventory

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