

11/02/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

10/23/12

RE

103651222

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Central Industrial Supply Company

- Individual(s)
- Partnership
- Corporation- State: Texas
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CIS Global LLC

Street Address: 1791 West Dairy Street

City: Tucson

State: AZ

Country: USA Zip: 85705

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Arizona

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
3,143,816; 1123015, 3582178; 3842308; 1985423

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Suzanne L. Saxman c/o Seyfarth Shaw LLP

Internal Address: _____

Street Address: 131 South Dearborn Street, Suite 2400

City: Chicago

State: IL Zip: 60603

Phone Number: 312 460-5646

Docket Number: _____

Email Address: ssaxman@seyfarth.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/06/2012 MARTIN 00000033 3143016
 61 11/06/2012 40.00 LP
 Deposit Account Number _____ 165.00 OP
 Authorized User Name _____

9. Signature: Suzanne L. Saxman
Signature

9/30/2012
Date

Suzanne L. Saxman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004905 FRAME: 0412

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of September 30, 2012, is entered into by **Central Industrial Supply Company**, a Texas corporation ("Seller"), located at 1791 West Dairy Street, Tucson, AZ 85705, in favor of **CIS Global LLC**, an Arizona limited liability company located at 1791 West Dairy Street, Suite 185, Tucson, AZ 85705 ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of September 30, 2012 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

I. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following:

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any, and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

CENTRAL INDUSTRIAL SUPPLY COMPANY, a Texas corporation

By: [Signature]
Name: S. G. BIRIN
Title: CEO

Address for Notices:

1791 West Dairy Street
Tucson, AZ 85705

CIS GLOBAL LLC, an Arizona limited liability company

By: [Signature]
Name: S. G. BIRIN
Title: CEO

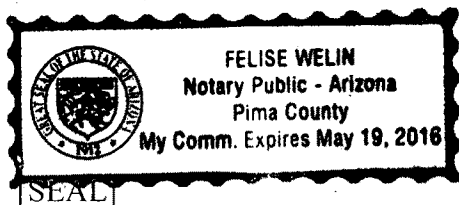
Address for Notices:

1791 West Dairy Street, Suite 185
Tucson, AZ 85705

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

I, Felise Welin, a Notary Public in an for the County and State aforesaid, do hereby certify that S.G. Birin, personally known to me may be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 18 day of September, 2012.



[Signature]
NOTARY PUBLIC
Commission Expires: May 19, 2016

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Description	Class	Registration Number	Serial Number	Issue Date	Filing date	Expiration
CIS and Design (US Trademark)	Int'l Class 06, 09, 17, 20, 35, 40, 42	3,143,817	76/062,951	Sept 19, 2006	June 6, 2000	Sept. 19, 2012
Qualslide (Taiwan Trademark)	Int'l Class 06	1123015	92071675	Oct. 16, 2004	Qualslide (Taiwan Trademark)	Int'l Class 06
Qualslide (EP Community Trademark)	English 06	3582178	3,582,178	Feb. 8, 2005	Qualslide (EP Community Trademark)	English 06
Qualslide (China Trademark)	Int'l Class 06	3842308	3842308	Oct. 14, 2005	Qualslide (China Trademark)	Int'l Class 06
CIS & Design (Community Trademark)	English 06	1985423	1985423	July 10, 2002		

A

I4736085v.5