

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	KBI Intellectual Property Assignment and License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
King Bros., Inc.		12/28/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	National Diversified Sales, Inc.		
Street Address:	851 N. Harvard Avenue		
City:	Lindsay		
State/Country:	CALIFORNIA		
Postal Code:	93247		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0924580	FLEX-RISER	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-988-3303		
Email:	laura.mcneely@dbr.com		
Correspondent Name:	Robert E. Cannuscio		
Address Line 1:	One Logan Square		
Address Line 2:	Suite 2000		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	009821-492553		
NAME OF SUBMITTER:	Robert E. Cannuscio		
Signature:	/Robert E. Cannuscio/		

Date:

01/02/2013

**Total Attachments: 7**

source=KBI Intellectual Property Assignment and License Agreement#page1.tif

source=KBI Intellectual Property Assignment and License Agreement#page2.tif

source=KBI Intellectual Property Assignment and License Agreement#page3.tif

source=KBI Intellectual Property Assignment and License Agreement#page4.tif

source=KBI Intellectual Property Assignment and License Agreement#page5.tif

source=KBI Intellectual Property Assignment and License Agreement#page6.tif

source=KBI Intellectual Property Assignment and License Agreement#page7.tif

**KBI INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT (this "Agreement") is entered into as of December 28, 2012 (the "Effective Date") by and between King Bros., Inc., a California corporation having a business address at 29101 The Old Road, Valencia, CA, 91355 and doing business as King Bros. Industries ("KBI" or "Assignor") in favor of National Diversified Sales, Inc., a California corporation having a place of business at 851 N. Harvard Avenue, Lindsay, CA 93247 ("NDS" or "Assignee").

WHEREAS, Assignor, Assignee, Robert W. King and the King Family Trust dated 5/1/1998 (the "Trust") are parties to a certain Asset Purchase Agreement dated concurrently herewith (the "APA") under which Assignor has agreed to assign and license certain intellectual property rights to Assignee; and

WHEREAS, Assignor wishes to confirm the assignment and licensing of the intellectual property rights to Assignee.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignors agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the definition provided in the APA.
2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest owned, held by, or licensed to each Assignor in and to the following:
  - a. Patents.
    - i. all patents and patent applications listed in Schedule A, together with any provisional applications therefor, reissues, reexaminations, continuations, continuations-in-part, divisions, and any related foreign patents and patent applications, improvements or extensions thereof, and all inventions disclosed in any of the foregoing (collectively, the "Patents");
    - ii. any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Patents from the Effective Date; and
    - iii. all claims or causes of action Assignor has or may have in connection with the Patents, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of any of the Patents.

b. Trademarks.

- i. the registered trademark in Schedule B, and the unregistered trademarks, service marks, and trade names used in the Business, (collectively, the "Marks"), but expressly excluding Trademark Registration No. 1483271 for KBI;
- ii. any and all registrations of the Marks, whether state, federal or foreign;
- iii. any and all applications to register the Marks, whether state, federal or foreign;
- iv. all common law rights in, to and under the Marks;
- v. all other rights in, to and under the Marks, together with the goodwill of the Business symbolized by the Marks;
- vi. any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks from the Effective Date; and
- vii. all claims or causes of action each Assignor has or may have in connection with the Marks, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of any of the Marks.

c. Copyrights.

- i. all copyrights in both published works and unpublished works created by or for such Assignor and used in the Business, and all of the rights and obligations relating thereto, including without limitation, copyrights and renewals and/or extensions thereof (collectively, the "Copyrights");
- ii. any and all applications to register the Copyrights;
- iii. any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Copyrights from the Effective Date; and
- iv. all claims or causes of action Assignor has or may have in connection with the Copyrights, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of any of the Copyrights.

d. Intellectual Property.

- i. all know-how, trade secrets, confidential information, customer lists, software, technical information, data, databases, process technology, proprietary formulae, plans, drawings, blue prints, and all other proprietary or intellectual property rights created owned, licensed to or held by Assignor and used in the Business (collectively, the "Intellectual Property");
- ii. all other rights in, to and under the Intellectual Property to be held and enjoyed by Assignee to the same extent as would have been held and enjoyed by such Assignor had this sale, assignment and transfer not been made;
- iii. any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Intellectual Property from the Effective Date;

- iv. all claims or causes of action that Assignor has or may have in connection with the Intellectual Property, including, without limitation, the right to sue and recover damages for any and all past infringements of any of the Intellectual Property; and
- v. all rights to apply for further Intellectual Property rights arising out of, or in any way related to, the Intellectual Property transferred by this Assignment, including all inventions and discoveries, whether patentable or unpatentable.

all the foregoing to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Agreement not been made.

3. Assignor covenants and agrees that Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to and in the Assets and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of all of the foregoing assigned, transferred and conveyed to Assignee pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.

4. License. KBI hereby grants to NDS an exclusive (except as set forth below), royalty-free license under all rights held by KBI to use Trademark Registration No. 1483271 for the KBI mark (the "Licensed Mark") throughout the world in connection with the Business up until December 31, 2014; after which date NDS may not manufacture any products bearing the Licensed Mark but may continue to sell or otherwise dispose of any remaining inventory of materials that bear the Licensed Mark. KBI retains all rights to use the Licensed Mark other than in the Business.

a. Permitted Use of Licensed Mark. NDS undertakes:

- i. to only use the Licensed Mark in relation to products related to the Business;
- ii. to permit KBI or its authorized representative at all reasonable times, upon prior written notice and after entering NDS's standard nondisclosure agreement, to enter NDS's premises for the purpose of inspecting products bearing the Licensed Mark and the methods of manufacturing, packaging and storing them; and
- iii. if and when called upon by KBI to reasonably do so, submit a reasonable number of samples of products bearing the Licensed Mark for inspection by KBI.

b. Protection of Trademark. NDS further undertakes:

i. not to apply any other trademark on products bearing the Licensed Mark that may reasonably be deemed injurious to the reputation or distinctiveness of the Licensed Mark; and

ii. to submit to KBI or its authorized representative samples of all labels, advertising or other promotional or publicity material bearing any written representation of the Licensed Mark and intended to be used in relation to the products bearing the Licensed Mark.

c. Injure Reputation or Validity of Mark. Within ten (10) business days after receiving a sample under paragraph 4.b.ii, if in its reasonable sole discretion KBI or its authorized representative is of the reasonable opinion that any material submitted is reasonably likely to injure the reputation or the validity of the Licensed Mark, KBI or its authorized representative shall notify NDS in writing that the use of such label or material is not permitted, including the reasonable rationale supporting the decision, and NDS shall not thereafter use the same in any way in connection with the products bearing the Licensed Mark. If no objection is received within the ten (10) business day period, the materials submitted, and similar uses shall be deemed authorized going forward and no longer subject to review by KBI.

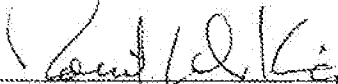
5. This Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under Assignor's direction and all those in privity therewith.

6. This Agreement 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. The parties may execute and deliver this Assignment by facsimile or similar electronic transmission device under which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment and License Agreement to be duly executed by a duly authorized representative as of the date first above written.

KING BROS., INC.



\_\_\_\_\_  
Name: Robert W. King  
Title: Chief Executive Officer

[SIGNATURE PAGE TO KBI INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT]

**SCHEDULE A**

**Patents**

Patents Owned By King Bros., Inc.

Patent No.	Title	Issue Date
US Patent 5,687,910	Sprinkler Riser Connecting Apparatus	11/18/1997



**SCHEDULE B**

Marks

Trademarks Owned By King Bros., Inc.

Mark	Registration No.	Registration Date
FLEX-RISER	0924580	11/30/1971

PH1187 986197.5