

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                              | <b>Execution Date</b> | <b>Entity Type</b>    |
| Erdle Perforating Holdings, Inc.  |  | 12/18/2012            | CORPORATION: NEW YORK |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Diamond Perforated Metals, Inc.              |                       |                       |
| <b>Street Address:</b>  | 3556 Lakeshore Road                          |                       |                       |
| <b>City:</b>  | Buffalo                                      |                       |                       |
| <b>State/Country:</b>   | NEW YORK                                     |                       |                       |
| <b>Postal Code:</b>   | 14219  |                       |                       |
| <b>Entity Type:</b>   | CORPORATION: CALIFORNIA                      |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |                       |
| Registration Number:  | 2200208                                      | THE HOLE COMPANY      |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 7168535199                                   |                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                       |
| <b>Phone:</b>   | 716-853-5100                                 |                       |                       |
| <b>Email:</b>   | mstorck@lippes.com                           |                       |                       |
| <b>Correspondent Name:</b>  | Michael E. Storck                            |                       |                       |
| <b>Address Line 1:</b>  | 665 Main Street, Suite 300                   |                       |                       |
| <b>Address Line 4:</b>  | Buffalo, NEW YORK 14203                      |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Michael E. Storck                            |                       |                       |
| <b>Signature:</b>   | /Michael E. Storck/                          |                       |                       |
| <b>Date:</b>  | 01/03/2013                                   |                       |                       |

OP \$40.00 2200208

Total Attachments: 6

**900243001**

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**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made as of December 18, 2012, by and among CFP Industries, LLC, a New York limited liability company ("CFP"), Perforated Tube Works, LLC, a New York limited liability company ("Perforated Tube"), Erdle Perforating Holdings, Inc., a New York corporation, Erdle Perforating Steel, LLC, a New York limited liability company, Erdle Perforating of North Carolina, LLC, a North Carolina limited liability company, Erdle Tool Works, Ltd., a New York corporation, Erdle Perforating Vinyl, LLC, a New York limited liability company (collectively the "Subsidiaries" and together with CFP and Perforated Tube, each a "Seller" and together the "Seller" or the "Sellers" as applicable), and Diamond Perforated Metals, Inc., a California corporation (the "Buyer").

WHEREAS, Sellers and Buyer are parties to that certain Asset Purchase Agreement dated as of December 10, 2012 (as amended, supplemented or modified from time to time, the "Asset Purchase Agreement"), providing for, among other things, Sellers' assignment to Buyer, and Buyer's assumption from Sellers, of all of Sellers' rights and obligations in respect of the Intellectual Property; and

WHEREAS, Sellers and Buyer now desire to carry out the intent and purpose of the Asset Purchase Agreement by the execution and delivery of this Agreement evidencing the vesting in Buyer of all of Sellers' rights and obligations in respect of the Intellectual Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sellers and Buyer hereby agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the respective definitions ascribed to them in the Asset Purchase Agreement.
2. Subject to the provisions of Section 4 below, Sellers hereby unconditionally and irrevocably convey, assign, and transfer unto Buyer all rights (including but not limited to the right to sue and recover for past infringements) and obligations in respect of the Intellectual Property.
3. Subject to the provisions of Section 4 below, Buyer hereby purchases and assumes all of Sellers' rights and obligations in respect of the Intellectual Property.
4. Nothing in this Agreement shall be deemed or construed to constitute an assignment by the Sellers to Buyer of any Excluded Asset or Excluded Liability and nothing herein shall be deemed or construed to constitute an assumption by the Buyer of any obligation to pay, perform or discharge any Excluded Assets or Excluded Liabilities.
5. By this Agreement, Sellers hereby renounce and waive any and all rights Sellers may have to limit the use, distribution, modification, licensing, or sale of the Intellectual Property by

Buyer or its licensees, successors, and assigns, and to receive any compensation by reason of any such actions. Sellers will provide to Buyer the Intellectual Property, including but not limited to any copies of it, simultaneously with the execution of this Agreement.

6. Sellers hereby agree to take all actions and execute all documents as Buyer may reasonably request, to effectuate the transfer of ownership of the Intellectual Property and the vesting of complete and exclusive ownership of the Intellectual Property in Buyer. In addition, at any time and from time to time at Buyer's request, Sellers hereby agree to promptly sign, execute, make, and do all such deeds, documents, acts, and things as Buyer may reasonably require to apply for, obtain, register, and vest in the name of Buyer alone (unless Buyer otherwise directs) all patents, copyright and trademark registrations, and other intellectual property or analogous protection relating to any or all of the Intellectual Property in any jurisdiction throughout the world, and when so obtained or vested, to renew and restore the same.
7. If at any time Buyer is unable, after reasonable effort, to secure Sellers' signature on any applications for letters patent, copyright or trademark registrations, or other documents or filings pertaining to any or all of the Intellectual Property, whether because of Sellers' unwillingness or for any other reason, Sellers hereby irrevocably designate and appoint Buyer and its duly authorized officers and agents as Sellers' agent and attorney-in-fact, to act for and in Sellers' behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution of any of the foregoing with respect to any of the Intellectual Property, with the same legal force and effect as if executed by Sellers.
8. This Agreement is executed to implement and not to modify, enlarge or restrict any of the relative rights and obligations of Sellers or Buyer under the Asset Purchase Agreement. This Agreement shall be binding upon Sellers and their respective successors and permitted assigns and inure to the benefit of Buyer and its respective successors and permitted assigns. To the extent that the terms of this Agreement conflict with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This Agreement shall be construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original, but all of which shall be considered one and the same instrument.

**[Remainder of this page intentionally left blank]**

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

CFP INDUSTRIES, LLC

By: \_\_\_\_\_  
Name: Frank C. Pfau  
Title: Manager

PERFORATED TUBE WORKS, LLC

By: \_\_\_\_\_  
Name: Frank C. Pfau  
Title: Manager

ERDLE PERFORATING HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Frank C. Pfau  
Title: President

ERDLE PERFORATING STEEL, LLC

By: \_\_\_\_\_  
Name: Frank C. Pfau  
Title: Manager

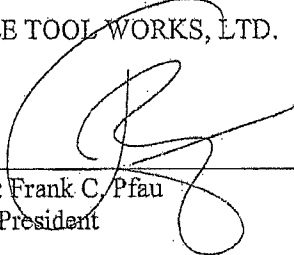
ERDLE PERFORATING OF NORTH  
CAROLINA, LLC

By: \_\_\_\_\_  
Name: Frank C. Pfau  
Title: Manager

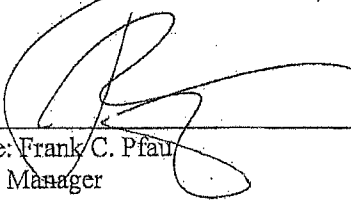
*Signature Page to Intellectual Property Assignment Agreement*

**TRADEMARK**  
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ERDLE TOOL WORKS, LTD.

By:   
Name: Frank C. Pfau  
Title: President

ERDLE PERFORATING VINYL, LLC

By:   
Name: Frank C. Pfau  
Title: Manager

*Signature Page to Intellectual Property Assignment Agreement*

**TRADEMARK**  
**REEL: 004934 FRAME: 0529**

BUYER:

DIAMOND PERFORATED METALS, INC.

By: 

Name: Guy K. Anderson

Title: General Manager

*Signature Page to Intellectual Property Assignment Agreement*

**TRADEMARK**  
**REEL: 004934 FRAME: 0530**

**SCHEDULE 5.13(b)**  
**Intellectual Property**

- (1) Patent, trademark or copyright used in connection with the Business or any application for any patent, trademark or copyright used in connection with the Business, which in any case is registered, filed or pending with the United States Patent and Trademark Office, the United States Copyright Office or the corresponding office of any other jurisdictions and the owner thereof.

“The Hole Company,” Serial # 75150950, Filed August 6, 1996.

- (2) License or other agreement under which the Sellers obtain rights from third parties to use any Intellectual Property except for any “click wrap” or “off-the-shelf” software.

License Agreement with Orafol Klebetechnik GMBH (this is an Excluded Asset).

- (3) Trade names used in connection with the Business.

“Erdle Perforating”  
“The Hole Company”

- (4) Any domain name used in connection with the Business.

Erdle.com: Seller pays \$200/year

Seller has not granted any outstanding licenses or other rights, and has not obligated itself to grant licenses or other rights in or to any of the Intellectual Property to a third party.