

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
Atlantic International Distributors, Inc.		12/31/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Arrowhead Electrical Products, Inc.		
Street Address:	3787 95th Ave NE		
Internal Address:	Suite 250		
City:	Blaine		
State/Country:	MINNESOTA		
Postal Code:	55014		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3980703		
Registration Number:	4174783	TRAC HEAVY-DUTY FILTERS	
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:	651-261-8409		
Email:	jfinch@finch-law.com		
Correspondent Name:	Julie Finch		
Address Line 1:	2190 Sargent Avenue		
Address Line 4:	St. Paul, MINNESOTA 55105		
NAME OF SUBMITTER:	Julie Finch		
Signature:	/Julie Finch/		

Date:

01/07/2013

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Agreement**”) is entered into as of December 31, 2012, (the “**Effective Date**”), by and between Atlantic International Distributors, Inc., a Florida corporation (“**Assignor**”), and Arrowhead Electrical Products, Inc., a Delaware corporation (“**Assignee**”).

Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”), pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business and operations of Assignor, including the trademarks listed in Exhibit A (the “**Marks**”); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereto hereby acknowledges, the parties hereto agree as follows.

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in the U.S. and worldwide in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without cost or expense to Assignor (except as otherwise permitted herein), all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor.

3. GENERAL.

3.1 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws. Any legal proceeding initiated over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be initiated in any federal or state court located within Duval County, Florida, and the parties further agree that venue for all such matters shall lie exclusively in those courts. The parties agree that a judgment in any such dispute may be enforced in other jurisdictions by legal proceedings on the judgment or in any other manner provided by applicable law.

3.2 Waiver; Amendment. Any agreement on the part of a party hereto to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party hereto of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent that it is not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party hereto shall not apply to any construction or interpretation hereof.

3.5 Counterparts; Deliveries. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and each other agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

3.6 Entire Agreement. This Agreement, the Asset Purchase Agreement and the Transaction Documents (as defined in the Asset Purchase Agreement) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

Atlantic International Distributors, Inc.

By: 
Stephen K. Maszy, President

“Assignee”

Arrowhead Electrical Products, Inc.

By: _____
Name: James R. Wisnoski
Title: Chief Executive Officer, President and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

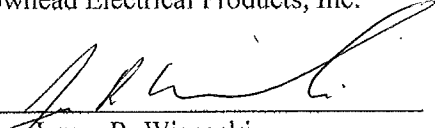
"Assignor"

Atlantic International Distributors, Inc.

By: _____
Stephen K. Maszy, President


"Assignee"

Arrowhead Electrical Products, Inc.

By: 
Name: James R. Wisnoski
Title: Chief Executive Officer, President and Secretary

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Exhibit A
Marks

Country	Application/Serial No.	Registration No.	Mark
United States	August 12, 2010	3980703	
United States	November 10, 2011	4174783	TRAC HEAVY-DUTY FILTERS