

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
Eagle Iron Works Corp.		11/30/2012	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	EIW, LLC		
Doing Business As:	Eagle Iron Works		
Street Address:	129 E. Holcomb Avenue		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50304		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0770718	DIALSPLIT	
Registration Number:	0752027	AUTOSPEC	
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:	615-256-0500		
Email:	lab@h3gm.com		
Correspondent Name:	Harwell Howard Hyne Gabbert & Manner, PC		
Address Line 1:	333 Commerce Street		
Address Line 2:	Suite 1500		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Gary Krantz, President		
Signature:	/s/ Gary Krantz		

Date:

01/29/2013

Total Attachments: 4

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of November 30, 2012 (this "Agreement") and is entered into by and between EAGLE IRON WORKS CORP., an Iowa corporation (the "Seller") and EIW, LLC, an Iowa limited liability company (the "Buyer"). Each of the Seller and the Buyer is occasionally referred to as a "Party", and Seller and the Buyer are collectively referred to as the "Parties."

WHEREAS, this Agreement is entered into pursuant to that certain Asset Purchase Agreement, dated as of October 26, 2012 by and between the Seller and the Buyer (the "Purchase Agreement"), pursuant to which Buyer purchased substantially all of the Assets (as defined in the Purchase Agreement) of Seller; and

WHEREAS, pursuant to the Purchase Agreement and subject to the terms and conditions thereof, Seller has agreed, and desires by this Agreement, to execute such instruments as the Buyer may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Buyer and its successor and assigns, or to aid and assist in the collection of or reducing to possession by the Buyer, all of such Assets.

WHEREAS, Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller's worldwide right, title, and interest in and to all of Seller's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, trademark applications and trade names listed in Schedule A annexed hereto and incorporated herein by this reference (collectively, the "Marks").

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Marks. The Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada, Mexico and in any other jurisdiction, the same to be held and enjoyed by the said Buyer, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Seller had this Agreement not have been made.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

3. Further Assurances. The Seller hereby covenants that, from time to time after the delivery of this instrument, at the Buyer's reasonable request and without further consideration, it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts as may reasonably be required to carry out the provisions of the Purchase Agreement and to consummate and evidence the transactions contemplated by the Purchase Agreement and this Agreement.

4. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of Seller and the Buyer and their respective heirs, successors and permitted assigns. Nothing in this instrument, express or implied, is intended or will be intended to confer upon or give to any person or entity other than Seller, the Buyer and their respective heirs, successors and permitted assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained will be for the sole and exclusive benefit of the Parties and their successors and assigns.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement will be governed by and construed under the laws of the State of Iowa without regard to conflicts-of-laws principles that would require the application of any other law.

6. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .PDF shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or .PDF shall be deemed to be their original signatures for all purposes.

[Remainder of page left blank. Signature page follows.]

SCHEDULE A

United States Federally Registered Servicemarks and Trademarks

- DIALSPLIT (U.S. Reg. No. 0770718)
- AUTOSPEC (U.S. Reg. No. 0752027)

Unregistered Servicemarks, Trademarks and Tradenames

- EAGLE
- EAGLE IRON WORKS
- EAGLE IRON WORKS CORP.
- EIW

