

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/01/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talcup, Inc.		04/10/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Carlton-Bates Company		
Street Address:	225 West Station Square Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2899869	RS ELECTRONICS	
Registration Number:	2895814	RS	
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:	412-288-3008		
Email:	chughes@reedsmith.com		
Correspondent Name:	Clay P. Hughes		
Address Line 1:	P.O. Box 488		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
ATTORNEY DOCKET NUMBER:	260520/20023 (NOT ON DKT)		
NAME OF SUBMITTER:	Clay P. Hughes		

OP \$65.00 2899869

900252129

**TRADEMARK
 REEL: 005004 FRAME: 0923**

Signature:	/Clay P. Hughes/
Date:	04/11/2013
Total Attachments: 3 source=assignment__talcup to carlton-bates#page1.tif source=assignment__talcup to carlton-bates#page2.tif source=assignment__talcup to carlton-bates#page3.tif	

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This *Nunc Pro Tunc* Assignment of Trademarks by Talcup, Inc. (d/b/a RS Electronics), a Michigan corporation ("Assignor"), and in favor of Carlton-Bates Company, an Arkansas corporation ("Assignee"), is effective as of February 1, 2012.

WHEREAS, pursuant to Assignor's and Assignee's mutual agreement, Assignor was merged in to Assignee on February 1, 2012, thereby transferring and assigning, as a matter of law, Assignor's intellectual property, including the trademark applications, trademark registrations, and common law trademarks described in Exhibit A attached hereto, and made a part hereof, as well as all registrations issuing thereon and the goodwill associated therewith ("Marks"), to Assignee;

WHEREAS, Assignor and Assignee did not previously memorialize the specific transfer and assignment described above;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on the terms and subject to the conditions governing the parties' prior merger, Assignor assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title, interest in and to the Marks in the United States and in any and all foreign countries and to any and all applications for registration and registrations therefor, together with the goodwill of Assignor's business associated with the Marks, and any common law rights, together with all claims by Assignor for damages or other relief, both at law and equity, by reason of past infringement of the Marks, with the right to sue for and collect the same for its own use.

Assignor agrees that upon the request of Assignee (or its assigns) Assignor will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor and Assignor will testify as to the same in any proceeding or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and perfect such rights, title, and interest in Assignee, its successors, assigns and legal representatives for the Marks which may be necessary or desirable to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by Assignee (or its assigns).

ASSIGNMENT OF TRADEMARKS [CONT'D]

This Agreement and the actions taken to effect this Assignment of Trademarks shall be governed by, construed in accordance with, and do not supersede the terms and conditions of the parties' merger. Nothing contained in this Assignment of Trademarks shall be deemed to supersede any of the covenants, agreements, representations or warranties of the parties to the merger.

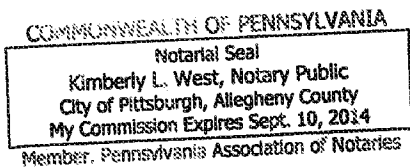
Talcup, Inc. (d/b/a RS Electronics)

By: [Signature]

NAME: Samantha L. O'Donoghue
TITLE: Secretary

COUNTY OF Allegheny)
STATE OF Pennsylvania) ss:

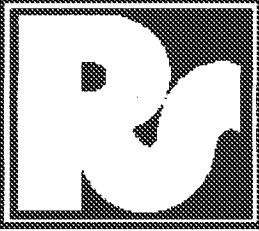
BE IT KNOWN, that on this 10 day of April, 2013, before me personally came Samantha O'Donoghue of Talcup, Inc. to me known to be the person mentioned in and who executed the foregoing assignment, and acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.



[Signature]
Notary Public

[Affix notary stamp and notary seal]

EXHIBIT A

MARK	U.S. REG. NO.
	2,895,814
RS ELECTRONICS	2,899,869