

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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Western Supply Corporation d/b/a Western Tool Supply</td> <td></td> <td>05/31/2013</td> <td>CORPORATION: OREGON</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Western Supply Corporation d/b/a Western Tool Supply		05/31/2013	CORPORATION: OREGON																
Name	Formerly	Execution Date	Entity Type																								
Western Supply Corporation d/b/a Western Tool Supply		05/31/2013	CORPORATION: OREGON																								
RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">Carlson Systems, LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">10840 Harney Street</td> </tr> <tr> <td>City:</td> <td colspan="3">Omaha</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">NEBRASKA</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">68154</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: NEBRASKA</td> </tr> </table>				Name:	Carlson Systems, LLC			Street Address:	10840 Harney Street			City:	Omaha			State/Country:	NEBRASKA			Postal Code:	68154			Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA		
Name:	Carlson Systems, LLC																										
Street Address:	10840 Harney Street																										
City:	Omaha																										
State/Country:	NEBRASKA																										
Postal Code:	68154																										
Entity Type:	LIMITED LIABILITY COMPANY: NEBRASKA																										
PROPERTY NUMBERS Total: 2																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3659670</td> <td>PIONEER</td> </tr> <tr> <td>Registration Number:</td> <td>3659669</td> <td>PIONEER</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3659670	PIONEER	Registration Number:	3659669	PIONEER															
Property Type	Number	Word Mark																									
Registration Number:	3659670	PIONEER																									
Registration Number:	3659669	PIONEER																									
CORRESPONDENCE DATA																											
<p>Fax Number: 4023909005</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 402 390-9500</p> <p>Email: ip@koleyjessen.com</p> <p>Correspondent Name: Roberta L. Christensen</p> <p>Address Line 1: 1125 S 103rd Street</p> <p>Address Line 2: One Pacific Place, Suite 800</p> <p>Address Line 4: Omaha, NEBRASKA 68124</p>																											
ATTORNEY DOCKET NUMBER:	8211-0007 CARLSON SYSTEMS																										
NAME OF SUBMITTER:	Roberta L. Christensen																										

OP \$65.00 3659670

Signature:	/r/c/
Date:	06/05/2013
Total Attachments: 3 source=Carlson Systems TM Assignment#page1.tif source=Carlson Systems TM Assignment#page2.tif source=Carlson Systems TM Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into effective May 31, 2013, by Western Supply Corporation d/b/a Western Tool Supply, an Oregon corporation ("Assignor"), in favor of Carlson Systems, LLC, a Nebraska limited liability company ("Assignee"), having an address of 10840 Harney Street, Omaha, NE 68154.

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit "A", attached hereto (the "Trademarks"), and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, all applications and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages.

Assignor hereby covenants that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith. Assignor further covenants that, when requested, it will, without charge to Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks in any and all countries.

[Remainder of This Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized officer as of the date first written above.

Western Supply Corporation d/b/a Western Tool Supply, Assignor

By: Kevin Kiker
Kevin Kiker, President

State of Oregon)
) ss.
County of Marion)

On this 31st day of May, 2013, before a Notary Public in and for the country and state aforesaid, appeared Kevin Kiker, to me personally known to be the signer of the foregoing instrument, and acknowledged execution of said instrument as a free and voluntary act for the uses and purposes therein expressed.

Kathleen A. Congdon
Notary Public

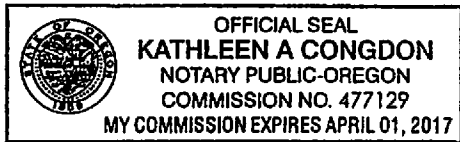


Exhibit "A"

<u>Trademark</u>	<u>Registration No.</u>
PIONEER	3,659,670
PIONEER (Stylized)	3,659,669

4826-0620-4948.1