

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
Tru-Flex Metal Hose, LLC		02/21/2013	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Pro-Flex, LLC
Street Address:	12600 Cardinal Meadows
City:	Sugar Land
State/Country:	TEXAS
Postal Code:	77478
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2780879	AIR FLEX PIPE
Registration Number:	1977109	HOME-FLEX
Registration Number:	1953626	PRO-FLEX

CORRESPONDENCE DATA

Fax Number: 713-374-70
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 713-374-7020
 Email: mcohn@hou-law.com
 Correspondent Name: H Miles Cohn
 Address Line 1: 1001 McKinney St.
 Address Line 2: Suite 1400
 Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	H. Miles Cohn
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OP \$90.00 2780879

Signature:	/s/ H Miles Cohn
Date:	06/05/2013
Total Attachments: 5 source=IP.Assignment.Signed#page1.tif source=IP.Assignment.Signed#page2.tif source=IP.Assignment.Signed#page3.tif source=IP.Assignment.Signed#page4.tif source=IP.Assignment.Signed#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of February 21, 2013 by and between Tru-Flex Metal Hose, LLC, a Missouri limited liability company ("Assignor") and Pro-Flex, LLC, an Indiana limited liability company ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

WHEREAS, Assignor and Pro-Flex Holdings, LLC, a Texas limited liability company ("Pro-Flex Holdings") entered into and are parties to that certain Unit Purchase Agreement dated February 21, 2013 (the "Unit Purchase Agreement") under which Pro-Flex Holdings is purchasing from Assignor and Assignor is selling Pro-Flex Holdings equity interests ("Units") of Assignee.

WHEREAS, in order to effectuate the Assignor's and Pro-Flex Holdings' intentions under the Unit Purchase Agreement, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Intellectual Property (as defined herein).

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement:

- 1.1** "Intellectual Property" means all intellectual property rights arising from or associated with the following, whether protected, created or arising under the laws of the United States or any other jurisdiction, including all foreign countries and territories, throughout the world:
- (a) the registered and unregistered trademarks, service marks, trade names, logos and internet domain names listed on Exhibit A hereto (collectively the "Marks"); and
 - (b) the patents and patent applications listed on Exhibit B hereto together with all continuations, continuations-in-part, divisionals, reissuances, revisions, extensions, substitutes, reexaminations and counterparts thereof, including all rights to claim priority (collectively the "Patents").

ARTICLE 2 ASSIGNMENT

- 2.1** **Assignment.** In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Intellectual Property, and further including (a) all goodwill related to or associated with the use of and symbolized by the Marks, (b) all causes of action, either in law or in equity, for past, present, or future infringement of the Intellectual Property; and (c) all rights corresponding to any of the foregoing, throughout the world.
- 2.2** **Further Assurances.** Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any documents that may be necessary to perfect Assignee's rights in and to the Intellectual Property. Assignor authorizes Assignee to record this Agreement in the United States Patent and Trademark Office and in similar government offices throughout the world.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

TRU-FLEX METAL HOSE, LLC("ASSIGNOR")

By: Greggory A. Notestine
Greggory A. Notestine, CEO

PRO-FLEX, LLC

By: _____
Jugal Malani, Manager

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

TRU-FLEX METAL HOSE, LLC ("ASSIGNOR")

By: 
Gregory S. Notestine, CEO

PRO-FLEX, LLC

By: 
Jugal Malani, Manager

{Signature Page to Intellectual Property Assignment Agreement}

EXHIBIT A

MARKS

Registered Marks

COUNTRY	MARK	REG. NO.	ISSUE DATE
United States	AIR FLEX PIPE	2,780,879	11/04/2003
United States	HOME-FLEX	1,977,109	05/28/1996
United States	PRO-FLEX	1,953,626	01/30/1996

Domain Names

proflexcsst.com

EXHIBIT B

PATENTS

COUNTRY	TITLE	PATENT/ SERIAL NO.	ISSUE/ FILING DATE
United States	Corrugated Flexible Hose Coupling System	5,857,716	01/12/1999
United States	Corrugated Flexible Hose Coupling System	5,845,946	12/08/1998
United States	Corrugated Flexible Hose Coupling System	6,102,445	08/15/2000
United States	Flexible Metal Hose Termination Fitting With Adapter for Termination Plate	6,488,316	12/03/2002
Canada	Corrugated Flexible Hose Coupling	2215271	09/25/2007