# 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
Benchmark Performance Group, Inc.		06/17/2013	CORPORATION: TEXAS

### **RECEIVING PARTY DATA**

Name:	I.E.T., Inc.
Street Address:	4235 Commerce Street
City:	Little River
State/Country:	SOUTH CAROLINA
Postal Code:	29566
Entity Type:	CORPORATION: NEVADA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3588751	EXCELYTE

## **CORRESPONDENCE DATA**

7322246599 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 7327413900

Email: kanderson@ghclaw.com

Correspondent Name: Kurt E. Anderson

125 Half Mile Road, Suite 300 Address Line 1: Address Line 4: Red Bank, NEW JERSEY 07701

ATTORNEY DOCKET NUMBER:	17545/0012
NAME OF SUBMITTER:	Kurt E. Anderson
Signature:	/Kurt E. Anderson/

**REEL: 005057 FRAME: 0849** 

**TRADEMARK** 

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Date:	06/27/2013
Total Attachments: 2 source=exc#page1.tif source=exc#page2.tif	

TRADEMARK
REEL: 005057 FRAME: 0850

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement") is entered into as of June 17, 2013 by and between Benchmark Performance Group, Inc., a corporation incorporated and organized under the laws of the state of Texas, with its principal place of business located at 2801 Post Oak Boulevard, Suite 400, Houston, Texas 77056 (the "Assignor"), and I.E.T., Inc., a corporation incorporated and organized under the laws of the state of Nevada, with its principal place of business located at 4235 Commerce Street, Little River, South Carolina 29566 (the "Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement between the Assignor and the Assignee of even date herewith (the "Purchase Agreement").

WHEREAS, the Assignor and the Assignee have entered into the Purchase Agreement pursuant to which the Assignor will sell to the Assignee, and the Assignee will purchase from the Assignor, the Purchased Assets in exchange for the consideration set forth therein;

WHEREAS, the Assignor is the owner of all right, title and interest in and to the trademark EXCELYTE®, including the common law rights and any registrations and applications therefor, registered with the United States Patent and Trademark Office: serial number 77446030; registration number 3588751; registration date March 10, 2009 (the "Trademark"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to transfer its entire right, title and interest in and to the Trademark to the Assignee.

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

- 1. <u>Assignment of Trademark.</u> The Assignor hereby irrevocably conveys, sells, assigns and transfers to the Assignee, its successors and assigns, free and clear of all encumbrances, all of the Assignor's right, title and interest in, to and under the Trademark and any common law rights, applications and registrations therefor and renewal rights thereto, together with the goodwill of the business connected with the use and symbolized by the Trademark and all causes of action the Assignor may have for the infringement of such Trademark, including all rights the Assignor has to sue and collect damages and payments for claims of past or future infringements of the Trademark.
- 2. <u>Further Assurances</u>. The parties hereto shall execute and deliver such other documents, certificates, agreements and other instruments and take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Assignor shall assist the Assignee and execute any further documents, filings or notices necessary to be filed and recorded with the appropriate authorities to effect this Agreement and transfer ownership of the Trademark.
- 3. Agreement Controls. This Agreement is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement. If any conflict exists between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

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- 4. <u>Amendment; Waiver</u>. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each party hereto, or in the case of a waiver, by the party against whom the waiver is effective.
- 5. Applicable Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be construed in accordance with and governed by the laws of the state of New Jersey, without giving effect to the conflict of laws principles thereof.
- 6. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto.
- 7. <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be an original and both of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BENCHMARK PERFORMANCE GROUP, INC.

By: Name:

Mark Kinsey

Title: President

I.E.T., INC.

By:

Name: Thomas S. Gifford

Title: Executive Vice President and

Chief Financial Officer