

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
Parmelee Industries, Inc., a Delaware corporation		08/06/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Shelby Group International, Inc.
Street Address:	1255 Schilling Boulevard
City:	Collierville
State/Country:	TENNESSEE
Postal Code:	38017
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2250374	DISKIT
Registration Number:	1844150	U.S.SAFETY
Registration Number:	1577473	MATRIX
Registration Number:	1488220	COMFORT AIR
Registration Number:	0637134	OPTILITE?

CORRESPONDENCE DATA

Fax Number: 9015245024
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 901-524-5181
 Email: mpetrinjak@bpjlaw.com
 Correspondent Name: Mary Margaret Petrinjak
 Address Line 1: 130 North Court Ave
 Address Line 4: Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	SHELBY GROUP INT 012136-9	TRADEMARK
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OP \$140.00 2250374

NAME OF SUBMITTER:	Tosha L Bach
Signature:	/tlb/
Date:	08/16/2013
Total Attachments: 4 source=trade#page1.tif source=trade#page2.tif source=trade#page3.tif source=trade#page4.tif	

ASSIGNMENT OF TRADEMARK REGISTRATIONS

WHEREAS Parmelee Industries, Inc. ("Assignor"), with an address of 8101 Lenexa Drive, Lenexa, Kansas 66214, has adopted, used and is using the marks referenced in Schedules A and B hereto, all of which are registered with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, respectively (collectively, "Trademarks");

WHEREAS Shelby Group International, Inc. ("Assignee"), with an address of 1255 Schilling Boulevard, Collierville, Tennessee 38017, is desirous of acquiring said Trademarks and the respective registrations thereof;

NOW, THEREFORE, for good and valuable consideration, as fully described in the Asset Purchase Agreement entered into by these parties on August 6, 2013 (the "APA"), Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States, Canada, and all jurisdictions outside the United States and Canada, together with the goodwill of the business(es) connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States and Canada based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, all in accordance with and subject to the APA.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, the Trademark Branch of the Canadian Intellectual Property Office, and in any applicable jurisdictions outside the United States and Canada to record the transfer of the registrations for registration set forth on Schedules A and B to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any additional documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Assignment of Trademark Registrations may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

Entered into this 6th day of August, 2013.

ASSIGNEE:

SHELBY GROUP INTERNATIONAL, INC.

By: _____

Its: _____

ASSIGNOR:

PARMELEE INDUSTRIES, INC.

By:  _____

Its: PRESIDENT & CEO

ASSIGNMENT OF TRADEMARK REGISTRATIONS

WHEREAS Parmelee Industries, Inc. ("Assignor"), with an address of 8101 Lenexa Drive, Lenexa, Kansas 66214, has adopted, used and is using the marks referenced in Schedules A and B hereto, all of which are registered with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, respectively (collectively, "Trademarks");

WHEREAS Shelby Group International, Inc. ("Assignee"), with an address of 1255 Schilling Boulevard, Collierville, Tennessee 38017, is desirous of acquiring said Trademarks and the respective registrations thereof;

NOW, THEREFORE, for good and valuable consideration, as fully described in the Asset Purchase Agreement entered into by these parties on August __, 2013 (the "APA"), Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States, Canada, and all jurisdictions outside the United States and Canada, together with the goodwill of the business(es) connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States and Canada based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, all in accordance with and subject to the APA.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, the Trademark Branch of the Canadian Intellectual Property Office, and in any applicable jurisdictions outside the United States and Canada to record the transfer of the registrations for registration set forth on Schedules A and B to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any additional documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

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Entered into this ___ day of August, 2013.

ASSIGNEE:

SHELBY GROUP INTERNATIONAL, INC.

By: 

Its: CEO

ASSIGNOR:

PARMELEE INDUSTRIES, INC.

By: _____

Its: _____

SCHEDULE A

U.S. Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DISKIT	2250374	June 1, 1999
U.S. SAFETY	1844150	July 12, 1994
MATRIX	1577473	January 16, 1990
COMFORT AIR	1488220	May 17, 1988
OPTILITE*	0637134	November 13, 1956

*This mark was registered by United States Safety Service Co., a Missouri corporation, which merged with Parmelee Industries, Inc. as of December 31, 1984. The marks were acquired by Parmelee Industries, Inc. upon this merger, although no written assignment was recorded.

SCHEDULE B

Canadian Trademarks

Registration No. 540589 DISKIT and Design

Registration No. 160549 SAF-I-CHIPPER

Registration No. 543886 SPARKSHIELD and Design