

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
ProTeam, Inc.			11/02/2012
Entity Type			
CORPORATION: IDAHO			
RECEIVING PARTY DATA			
Name:		The Flexaust Company Inc.	
Street Address:		1510 Armstrong Road	
City:		Warsaw	
State/Country:		INDIANA	
Postal Code:		46580	
Entity Type:		CORPORATION: INDIANA	
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2816553	STATPATH	
Registration Number:	2545595	TUEC	
Registration Number:	2463177	TUEC THE UNITED ELECTRIC COMPANY	
CORRESPONDENCE DATA			
Fax Number:		6192350398	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:		6195253865	
Email:		docketing@procopio.com	
Correspondent Name:		Barry Soalt c/o Procopio Cory et al	
Address Line 1:		525 B Street, Suite 2200	
Address Line 4:		San Diego, CALIFORNIA 92101	
ATTORNEY DOCKET NUMBER:		119358-4	
NAME OF SUBMITTER:		Barry F. Soalt	

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Signature:	/Barry F. Soalt/
Date:	10/15/2013
Total Attachments: 5 source=U.S. TM Assignment#page1.tif source=U.S. TM Assignment#page2.tif source=U.S. TM Assignment#page3.tif source=U.S. TM Assignment#page4.tif source=U.S. TM Assignment#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is dated as of November 30, 2012, and is made by ProTeam, Inc., an Idaho corporation ("Assignor") in favor of The Flexaust Company Inc., an Indiana corporation ("Assignee").

WHEREAS, Assignor owns the trademarks set forth on Schedule A hereto (the "Trademarks").

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor, Assignee, and Emerson Electric Co., dated as of November 2, 2012 (the "Agreement"), Assignor has agreed to assign all its right, title and interest in the Trademarks to Assignee in the United States and throughout the world.

NOW, THEREFORE, in consideration and for promises and covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee accepts, all of Assignor's right, title and interest in and to the Trademarks, together with (i) Assignor's registrations, and (ii) that part of the goodwill of the business symbolized by and connected with the use of the Trademarks, in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights in which such applications are entitled under international conventions, treaties, or otherwise.

Assignor further assigns to Assignee (i) all past and future causes of action, and the right to sue and recover damages for, infringement of, or dilution of Assignor's rights in the Trademarks, the registrations thereof, or the goodwill symbolized by or connected with the Trademarks or such registrations, (ii) the right to bring any proceeding in the U.S. Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition, or other proceeding, in connection with the Trademarks.

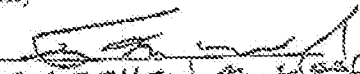
Assignor hereby agrees to assist Assignee in any reasonable manner and at the expense of Assignee to perfect Assignee's right, title and interest in and to the Trademarks in the U.S. or any other country, including, without limitation, complying with all reasonable requests and instructions and any requests for documentation required by the United States or a foreign Trademark Office, and promptly executing and delivering all documents requested by Assignee and required by any Trademark Office. Assignor further agrees to cooperate with Assignee in any reasonable manner and at the expense of Assignee to accomplish the filing of all instruments of transfer for the Trademarks in each jurisdiction.

This Trademark Assignment shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

PROTEAM INC.
(Assignor)

By: 
Name: MATTHEW M. WOOD
Title: PRESIDENT & CEO

Acknowledged and Accepted:
THE PLEXAUST COMPANY INC.
(Assignee)

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]


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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed as of the date first written above.

PROTEAM INC.
(Assignor)

By: _____
Name:
Title:

Acknowledged and Accepted:
THE FLEXAUST COMPANY INC.
(Assignee)

By: 
Name: Richard D. Meyer
Title: President

[Signature Page to Trademark Assignment]

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TEAM, INC.

STATE OF Idaho
COUNTY OF Ada

On 11-30, 2012, before me personally came the above-named Mattias N. Wood to
personally known as the individual who executed the foregoing Assignment, and who acknowledged
that he executed the same of his own free will for the purposes therein set forth.

Laurie A. Birner
Notary Public

Laurie A. Birner

Commission Expires: 1-24-2013

(SEAL)



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Schedule A

Trademark	Country	Reg. Date	Reg. No.	Next Renewal	Status
STATPATH	US	2/24/04	2,816,553	2/24/14	Registered
TUEC	Canada	12/13/00	TMA538,304	12/13/13	Registered
TUEC	US	3/12/02	2,545,595	3/12/32	Registered
TUEC THE UNITED ELECTRIC COMPANY	Canada	4/4/02	TMA559,892	4/4/17	Registered
TUEC THE UNITED ELECTRIC COMPANY	US	6/26/01	2,463,177	6/26/21	Registered