

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PEM Management, Inc. | | 11/13/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | QRP, Inc. | | |
| Street Address: | 2307 Mercantile Dr. | | |
| City: | Leland | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28451 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4055272 | QRP | |
| Registration Number: | 4055271 | QRP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2153487643 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 2153481442 | | |
| Email: | ccavella@ipworkslaw.com | | |
| Correspondent Name: | Catherine A. Cavella | | |
| Address Line 1: | P.O. Box 818 | | |
| Address Line 4: | Doylestown, PENNSYLVANIA 18901 | | |
| ATTORNEY DOCKET NUMBER: | QRP | | |
| NAME OF SUBMITTER: | Catherine A. Cavella | | |
| Signature: | /Catherine A. Cavella/ | | |

OP \$65.00 4055272

Date:

11/14/2013

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made and entered into as of this 13th day of November, 2013, between PEM Management, Inc., a corporation organized under the laws of Delaware with an address of 103 Foulk Road, Suite 108, Wilmington, Delaware 19803, ("Transferor"), and QRP, INC., a corporation organized under the laws of Delaware located and doing business at 2307 Mercantile Dr., Leland, NC 28451, ("Transferee").

WHEREAS on the following dates, Transferor was issued the following U.S. trademark registrations:

U.S. Trademark Registration No. 4,055,272 issued November 15, 2011;

U.S. Trademark Registration No. 4,055,271 issued November 15, 2011; (hereinafter collectively the "Trademarks").

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- (A) Transferor hereby assigns, transfers and conveys to Transferee all right, title and interest in and to the Trademarks, including without limitation all common law trademark rights, together with all goodwill of the business symbolized by and associated with the Trademarks.
- (B) Transferee hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.
- (C) Without limiting the foregoing provisions, Transferor agrees to take whatever further

action is deemed necessary or appropriate by Transferee to properly and completely effect the transfer to Transferee of the Trademarks and to establish full custody and ownership of such Trademarks by Transferee.

(D) This Trademark Assignment Agreement shall be governed by the internal laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Trademark Assignment Agreement as of this 13th day of November, 2013, and affixed their respective corporate seals hereto.

Attest:

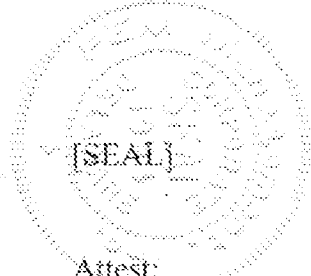
PEM Management, Inc.

By: [Signature]

By: [Signature]

Name: Richard F. Davis

Title: V.P.



Attest:

QRP, Inc.

By: [Signature]

By: [Signature]

Name: Joseph R. Colucci

Title: Treasurer

[SEAL]

