

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 |
| Bolts & Nuts, Inc. | | 11/19/2013 | CORPORATION: TENNESSEE |

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|-----------------------------|------------------------|
| RECEIVING PARTY DATA | |
| Name: | Bolts & Nuts Corp. |
| Street Address: | 1900 E. 28th Street |
| City: | Chattanooga |
| State/Country: | TENNESSEE |
| Postal Code: | 37407 |
| Entity Type: | CORPORATION: TENNESSEE |

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|----------------------------------|----------|--------------------|
| PROPERTY NUMBERS Total: 4 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 85893853 | |
| Serial Number: | 78917615 | |
| Serial Number: | 77074988 | BOLTS & NUTS, INC. |
| Serial Number: | 78914126 | FAS JAR |

| | |
|---|--------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 4023440588 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 402-636-8229 |
| Email: | gderrick@bairdholm.com |
| Correspondent Name: | Grayson J. Derrick |
| Address Line 1: | 1700 Farnam Street, Suite 1500 |
| Address Line 4: | Omaha, NEBRASKA 68102 |

| | |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Grayson J. Derrick |
| Signature: | /Grayson J. Derrick/ |

OP \$115.00 85893853

Date:

12/30/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November __, 2013 ("Effective Date") by and between **BOLTS & NUTS, INC.**, a Tennessee corporation ("Assignor"), and **BOLTS & NUTS CORP.**, a Tennessee corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, any and all common law rights it may have in trademarks owned or used by Assignor in connection with its business, including, but not limited to, the trademarks set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

In accordance with the terms and conditions of the Asset Purchase Agreement, dated November 18, 2013, between Assignor and Assignee, Assignor represents and warrants that: (i) it is the sole and exclusive owner of all right, title and interest it may have in and to the Marks (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any assignment, agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; and (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed and accepted by facsimile or portable data file (PDF) signature and any such signature shall be of the same force and effect as an original signature.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BOLTS & NUTS, INC.

Thomas D. Sheehy

Name: THOMAS D. SHEEHY

Title: PRESIDENT + CEO

BOLTS & NUTS CORP.





David Hagan

Name: DAVID HAGAN

Title: Executive Chairman

SCHEDULE A

TRADEMARKS

| Trademark | Condition | Serial Number | Filing Date | Reg. No. | Reg. Date | |
|-------------------------------|------------|---------------|-------------|-----------|------------|---|
| BOLTS & NUTS (logo) | Abandoned | 85/786,946 | 11/26/2012 | | |  |
| BOLTS & NUTS (LOGO) | Pending | 85/893,853 | 4/3/2013 | | |  |
| Bolts & Nuts, Inc. (Logo) | Registered | 78/917,615 | 6/27/2006 | 3,233,402 | 4/24/2007 |  |
| BOLTS & NUTS, INC. and Design | Registered | 77/074,988 | 1/3/2007 | 3,328,475 | 11/6/2007 |  |
| FAS BUC'IT | Abandoned | 78/915,739 | 6/23/2006 | 3,346,211 | 11/27/2007 | no design |
| FAS JAR | Registered | 78/914,126 | 6/22/2006 | 3,227,939 | 4/10/2007 | no design |
| FAS NER | Abandoned | 78/915,735 | 6/23/2006 | | | no design |
| FAS TOTE | Abandoned | 77/005,049 | 9/22/2006 | | | no design |
| FAS TUB | Abandoned | 78/915,731 | 6/23/2006 | 3,346,210 | 11/27/2007 | no design |

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