

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
INTEGRATED GLOBAL SERVICES, LLC		08/25/2010	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	INTEGRATED GLOBAL SERVICES, INC.		
Street Address:	7600 Whitepine Road		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23237		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73833522	METALSPRAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.548.7034		
Email:	mguidry@mcguirewoods.com		
Correspondent Name:	Safet Metjahic		
Address Line 1:	1750 Tysons Blvd.		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2055091-0003		
NAME OF SUBMITTER:	Safet Metjahic		
Signature:	/ Safet Metjahic /		

OP \$40.00 73833522

Date:

12/30/2013

Total Attachments: 6

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (this "IP Assignment Agreement"), is executed as of August 25, 2010 ("Closing Date"), among INTEGRATED GLOBAL SERVICES, LLC ("IGS"), BOILER THERMAL SERVICES, LLC ("BTS"), INDUSTRIAL RENEWAL SERVICES, LLC ("IRS"), NONOX COMPONENTS, LLC ("NoNOx"), ICLAD, LLC ("ICLAD"), and METALSPRAY UNITED, INC. ("MUI"), (with each of IGS, BTS, IRS, NoNOx and ICLAD being a Virginia limited liability company, MUI being a Virginia corporation, and all of them being referred to herein, collectively, as "Companies") and FRANK B. EASTERLY ("Easterly," with each of Easterly and Companies, collectively, "Assignors"), and INTEGRATED GLOBAL SERVICES, INC., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Ancillary Asset Purchase Agreement of even date herewith ("Ancillary Purchase Agreement"), by and among Assignees, and Assignor.

RECITALS

A. Pursuant to Section 2.2 of the Ancillary Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of Assignors' rights, title and interests in and to all of the assets and rights constituting or relating to the businesses of the Companies, wherever located, including, without limitation, the Intellectual Property Assets;

B. Simultaneously with the execution of this Assignment Agreement, Assignee and Assignors are also entering into an Assignment and Assumption Agreement, Assignee and Easterly are also entering into a Personal Goodwill Sale and Assignment Agreement, and Assignors are delivering a Bill of Sale to Assignee, pursuant to which Assignors are selling, assigning, conveying, transferring and delivering to Assignee all of their right, title and interest in and to certain contracts and the other Assets, all as described therein; and

C. Pursuant to Section 2.6(a)(iv) of the Ancillary Purchase Agreement, Assignors and Assignee have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Ancillary Purchase Agreement, Assignors hereby sell, assign, convey, transfer and deliver to Assignee, and Assignee hereby purchases and acquires from Assignors, free and clear of all Encumbrances, all of Assignors' right, title and interest in and to all Intellectual Property constituting and relating to the business of the Companies (whether owned by Assignors or a third Person), including without limitation, all goodwill and all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or

registrations therefor, the right to sue for any and all past infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("Assigned IP"). In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto ("Domain Names"), Assignors agree to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignors relating thereto.

Section 2 Further Assurances.

a. Assignors hereby covenant and agree that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

b. Assignors authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignors and Assignee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law doctrines.

Section 6 Terms of the Ancillary Purchase Agreement. The terms of the Ancillary Purchase Agreement, including, but not limited to, Assignors' representations,

warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by reference. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Ancillary Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Ancillary Purchase Agreement and the terms hereof, the terms and provisions of the Ancillary Purchase Agreement shall govern.

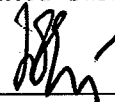
Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNORS:


Integrated Global Services, LLC

By: 
Name: FRANK B. EASTERLY
Title: Manager

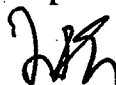
Boiler Thermal Services, LLC

By: 
Name: FRANK B. EASTERLY
Title: Manager


Industrial Renewal Services, LLC

By: 
Name: FRANK B. EASTERLY
Title: Manager

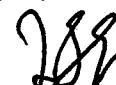
NoNox Components, LLC


By: 
Name: FRANK B. EASTERLY
Title: Manager

iCLAD, LLC

By: 
Name: FRANK B. EASTERLY
Title: Manager

Metalspray United, Inc.

By: 
Name: FRANK B. EASTERLY
Title: Manager


Frank B. Easterly
Individual

ASSIGNEE:

Integrated Global Services, Inc.

By: *J. Hunter Reichert*

Name: J. Hunter Reichert

Title: Chairman

SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005193 FRAME: 0025

SCHEDULE A

ASSIGNED IP

Patents

US Patent App No. 10/547611 (Pub No. US20060210721)

Trademark

Metalspray (US 1672177, serial No. 73833522)

Tradenames and Logos

The following company names along with any logos that appear to be used as trademarks/ servicemarks on the company websites:

Integrated Global Services

IGS

Boiler Thermal Services

BTS

Metalspray

Industrial Renewal Services

SRI

iClad

iClad Welding

NoNOx

NoNOx Components

Domain Names

integratedglobal.com

integrated-global-services.com

metalspray.com

nonox.biz

icladwelding.com

industrialrenewal.com

boilerthermal.com

integratedglobal.net

intergratedglobal.net

Copyrights

The design, layout, and content of each website associated with the above-mentioned domain names.

VI6005122.2

SCHEDULE A TO IP ASSIGNMENT AGREEMENT

RECORDED: 12/30/2013

TRADEMARK
REEL: 005193 FRAME: 0026