

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311460

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tigerflow Systems, Inc.		05/05/2011	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ruhrpumpen Services LLC		
<b>Street Address:</b>	4501 South 86th East Ave.		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74145		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74715131	TIGERFLOW	
<b>Serial Number:</b>	75483433		
<b>Serial Number:</b>	77203310	JUNGLECAT	
<b>Serial Number:</b>	77203317	HOUSECAT	
<b>Serial Number:</b>	77371220	TIGERCUB	
<b>Serial Number:</b>	77437927	TIGERFLOW	
<b>Serial Number:</b>	77650536	TIGERFLOW	
<b>Serial Number:</b>	77650552		
<b>Serial Number:</b>	77979648	TIGERFLOW	
<b>Serial Number:</b>	77979812		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142105941		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-210-5940		
<b>Email:</b>	docket@grspc.com		
<b>Correspondent Name:</b>	Schultz & Associates, P.C.		
<b>Address Line 1:</b>	5400 LBJ Freeway		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Dallas, TEXAS 75240		

OP \$265.00 74715131

<b>ATTORNEY DOCKET NUMBER:</b>	82859.0101
<b>NAME OF SUBMITTER:</b>	George R. Schultz
<b>SIGNATURE:</b>	/george r. schultz/
<b>DATE SIGNED:</b>	07/22/2014

**Total Attachments: 9**

source=APA Tigerflow to Ruhrpumpen#page1.tif  
source=APA Tigerflow to Ruhrpumpen#page2.tif  
source=APA Tigerflow to Ruhrpumpen#page3.tif  
source=APA Tigerflow to Ruhrpumpen#page4.tif  
source=APA Tigerflow to Ruhrpumpen#page5.tif  
source=APA Tigerflow to Ruhrpumpen#page7.tif  
source=APA Tigerflow to Ruhrpumpen#page8.tif  
source=APA Tigerflow to Ruhrpumpen#page9.tif  
source=APA Tigerflow to Ruhrpumpen#page10.tif

# ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT (the "Agreement") is made and effective in Dallas, Texas, on the 5th day of May, 2011, by and between Tigerflow Systems, Inc., a Texas corporation, with its principal office at 4034 Mint Way, Dallas, Texas 75237 ("Tigerflow"), Marvin F. Yoder Jr., an individual, with offices at 4034 Mint Way, Dallas, Texas 75237 ("Yoder"), and Monroe P. Guest, an individual, with offices at 15 W. 6<sup>th</sup> St. #1300, Tulsa, Oklahoma 74119 ("Guest") (Tigerflow, Yoder and Guest each a "Seller" and all sometimes collectively referred to herein as "Sellers") (Yoder and Guest are also Principals of Tigerflow and are collectively referred to as Principals) and Ruhrpumpen Services LLC, a Texas Limited Liability company, with its principal office at 4501 South 86<sup>th</sup> East Ave., Tulsa Oklahoma 74145 ("Buyer") (Tigerflow, Yoder, Guest and Buyer are collectively referred to herein as the "Parties" and singularly referred to herein as a "Party"). Each Exhibit referred to herein is hereby incorporated by reference and made an integral part of this Agreement.

## RECITALS

Principals operate a company and enterprise, Tigerflow Systems Inc., which, among other ancillary activities such as vehicle racing, as its primary business activities, designs, assembles, manufactures, sells and services various products and/or systems of products for, or used in, the construction and operation of commercial and industrial buildings on land and the construction and operation of various structures used offshore, as more particularly described on Exhibit "A" (collectively, the "Tigerflow Business").

Subject to the terms and conditions of this Agreement, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers the assets of Tigerflow used in or which relate to the Tigerflow Business.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **SALE AND PURCHASE OF ASSETS.** Subject to and upon the terms and conditions contained herein, at the Closing (as defined herein), Tigerflow shall sell, assign and transfer to Buyer and Buyer shall purchase, accept and receive from Tigerflow all of the Tigerflow's right, title and interest to, in and under all the assets, properties and rights owned by Tigerflow and used or usable in connection with the Tigerflow Business (the "Purchased Assets"), excluding the Assets Not Purchased, as described below, together with the goodwill, know how, confidential information and trade secrets of the Tigerflow Business associated therewith and all contractual relationships in and related to the Purchased Assets and the Tigerflow Business, free and clear of any and all liens, encumbrances, claims of ownership or ownership interests, or security interests of any

TRADEMARK

REEL: 005327 FRAME: 0394

kind, save and except for any security interest of Arvest Bank related to the line of credit which Buyer shall assume, as set forth below. Subject to Section 2 below, the Purchased Assets shall include, without limitation, all the tangible assets, intangible assets, operating documents, intellectual and the other property included in Exhibit B attached hereto. In addition, Principals shall sell, assign and transfer to Buyer and Buyer shall purchase, accept and receive from Principals all of Principals' right, title and interest to, in and under all their personal goodwill, know how and reputation used or usable in connection with the Tigerflow Business ("Personal Goodwill").

2. **ASSETS NOT PURCHASED.** The following assets are not included in the Purchased Assets in or under this Agreement:

2.1. The real estate and buildings and real estate improvements located as 4034 Mint Way, Dallas, Texas 75237.

2.2. The "racing business" and "racing" related assets of Tigerflow Systems Inc. or those of the Principals or of the companies affiliated with Sellers, Tigerflow Racing LLC, an Oklahoma Limited Liability company and Monroe Guest Motorsports LLC, an Oklahoma Limited Liability company (collectively "Tigerflow Racing").

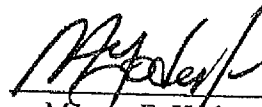
2.3. The personal property of Yoder located at the offices of Tigerflow in Dallas, Texas, more particularly described on Schedule 2.3.

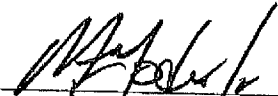
2.4. The personal property of Guest located at the offices of Tigerflow in Tulsa, Oklahoma, more particularly described on Schedule 2.4.



**SELLERS:**

**Tigerflow Systems, Inc.**

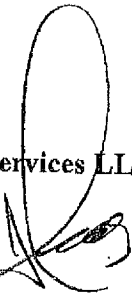
By:   
Name: Marvin F. Yoder, Jr.  
Title: President  
Date: \_\_\_\_\_

  
Marvin F. Yoder, Jr.

  
Monroe P. Guest

**BUYER:**

**Ruhrpumpen Services LLC**

By:   
Name: JUAN CARLOS A. ELIAONDO GASTIS.  
Title: VICE PRESIDENT.  
Date: \_\_\_\_\_

**Exhibit B**  
**Purchased Assets**


With the exception only of the Assets Not Purchased, all tangible and intangible assets, confidential information, trade secrets, know how, records (including job files), designs, drawings, specifications, processes, inventory and supplies, work in progress, and databases of whatever nature that are used in or useful in the Tigerflow Business of Sellers, including, but not limited to, the following:

1. All books of account and all accounts receivable due to the Tigerflow Business from customers or others as of the date of Closing.
2. All "cash", including, but not limited to, cash on hand or in bank deposits, certificates of deposit, "money market" or other accounts (and wherever situate) of and related to the Tigerflow Business as of the date of Closing.
3. All prepaid expenses from the Tigerflow Business to others, including without limitation utilities, vendors, authors, independent contractors, and landlords.
4. All security deposits of the Tigerflow Business held, without limitation, by landlords, utilities, vendors or others.
5. All owned, leased, or rented furniture, fixtures and equipment wherever located, including but not limited to all tools, tooling, jigs and fixtures and all manufacturing or test equipment, and all telephonic, computer, and office equipment.
6. All leasehold improvements wherever located.
7. All custom and non-custom computer software, applications, other programs, source code, and other computer code, used owned by or licensed to the Tigerflow Business.
8. The right, title and interest in all the trademarks and copyrights owned and used by the Tigerflow Business.
9. All Internet Domain registrations owned or controlled by the Tigerflow Business.
10. All User and customer documentation and Manuals.
11. All drawings, job files, records and documentation of contracts with customers.
12. All customer information and/or databases,
13. All lists of customers or prospective customers developed or acquired by the Tigerflow Business, including all records related thereto.
14. All contracts, licenses, leases, or other agreements with lessors, vendors, independent contractors, customers, or any other persons or entities (and all files and correspondence related thereto).
15. All permits, licenses, consents and authorizations held in connection with the ownership, use or operation of the Tigerflow Business.


**SCHEDULE 6.6**

Schedule of Trademarks



Tigerflow Systems, Inc. Trademark Registration Chart as of February 14, 2011




File No	Mark	Location	SIN or Reg. No.	Goods/Services	®/™	Status
82859.0102	TIGERFLOW	US	2,099,983	11 - specialty engineered prefabricated plumbing booster units, fire pumping units, heat exchangers, water heaters, HVAC water circulation units, boilers, municipal water pumping and purification units for use in commercial, institutional, municipal, fire protection and industrial applications	®	8/14/95 - Filed 9/23/97 - Registered 9/23/07 - Renewal accepted. 9/23/17 - Renewal Due.
82859.0103		US	2,342,327	11 - specialty engineered prefabricated plumbing booster units, fire pumping units, heat exchangers, water heaters, hvac water circulation units, boilers, municipal water pumping and purification units for use in commercial, institutional, municipal, fire protection and industrial applications	®	5/12/98 - Filed 4/18/00 - Registered 4/24/10 - Renewal Accepted 4/18/20 - Renewal Due
82859.0134	JUNGLECAT	US	3,470,532	7 - Water pumps, namely, water pumps for use as commercial irrigation boosters	®	6/11/07 - Filed 7/22/08 - Registered 7/22/18 - Renewal Due
82859.0135	HOUSECAT	US	3,470,534	7 - Water pumps, namely, water pumps for use as residential, commercial and irrigation boosters	®	6/11/07 - Filed 7/22/08 - Registered 7/22/18 - Renewal Due
82859.0139	TIGERCAT	US	3,582,363	11 - Water purification units featuring integral water pumps for use in residential applications	®	1/14/08 - Filed 3/3/09 - Registered 3/3/15 - Section 8&15 Due 3/3/19 - Renewal Due
82859.0148	TIGERFLOW	US	3,710,404	28 - Toys, namely, die cast metal cars, vehicles, trucks, and stuffed animals.	®	1/15/09 - Filed 4/15/09 - Notice of Publication 11/10/09 - Registered 11/10/15 - 8&15 Due 11/10/19 - 8&15 Due
82859.0161	TIGERFLOW	US	3,815,803	32 - Bottled drinking water, non-alcoholic beverages, namely, carbonated beverage	®	4/2/08 - Filed 7/6/10 - Registered 7/6/16 - 8&15 Due 7/6/20 - Renewal Due



File No.	Mark	Location	S/N or Reg. No.	Goods/Services	©/™	Status
82859,0162	TIGERFLOW DESIGN 	US	3,843,128	20 - Non-metal and non-leather key chains and key chain tags 21 - Coffee cups; plastic water bottles sold empty; cups; insulated containers for beverages cans for domestic use 25 - Clothing, namely, sweatshirts, t-shirts, polo-shirts, button shirts, jackets, hats, visors, pants and shorts	®	4/2/08 - Filed 8/31/10 - Registered 8/31/16 - 8&15 Due 8/31/20 - Renewal Due

Tigerflow Systems, Inc. Trademark Application Chart as of February 14, 2011

File No.	Mark	Location	S/N or Reg. No.	Goods/Services	TM	Status
82859.0140	TIGERFLOW	US	77/437,927	20 - Non-metal and non-leather key chains and key chain tags, 21 - Coffee cups; plastic water bottles sold empty; cups; insulated containers for beverage cans for domestic use, 25 - Clothing, namely, sweatshirts, t-shirts, polo shirts, button shirts, jackets, hats, visors, pants and shorts; 32 - Bottled drinking water; non-alcoholic beverages, namely, carbonated beverages; beer.	TM	4/2/08 - Filed 11/10/09 - Notice of Allowance 5/10/11 - Statement of Use Due
82859.0141	TIGERFLOW	US	77/437,937	36 - Financial sponsorship of automobile racing teams, 41 - Entertainment services, namely, fan club services in association with racing events.	TM	4/2/08 - Filed 3/10/09 - Published for Opposition 8/9/09 - Opposition Proceeding
82859.0142	TIGERFLOW DESIGN 	US	77/437,944	20 - Non-metal and non-leather key chains and key chain tags, 21 - Coffee cups; plastic water bottles sold empty; cups; insulated containers for beverage cans for domestic use, 25 - Clothing, namely, sweatshirts, t-shirts, polo-shirts, button shirts, jackets, hats, visors, pants and shorts, 32 - Bottled drinking water; non-alcoholic beverages, namely, carbonated beverages; beer	TM	4/2/08 - Filed 3/24/09 - Published for Opposition 9/8/08 - Opposition Proceeding
82859.0143	TIGERFLOW DESIGN 	US	77/437,955	36 - Financial sponsorship of automobile racing teams, 41 - Entertainment services, namely, fan club services in association with racing events.	TM	4/2/08 - Filed 3/24/09 - Published for Opposition 9/22/09 - Opposition Proceeding
82859.0144	TIGER EYES DESIGN	US	77/437,961	20 - Non-metal and non-leather key chains and key chain tags, 21 - Coffee cups; plastic water bottles sold empty; cups; insulated containers	TM	4/2/08 - Filed 3/24/09 - Published for Opposition 9/21/09 - Opposition

File No.	Mark	Location	S/N or Reg. No.	Goods/Services	Status
82859.0145	 TIGER EYES DESIGN	US	77/437,966	for beverage cans for domestic use. 25- Clothing, namely, sweatshirts, t-shirts, polo-shirts, button shirts, jackets, hats, visors, pants and shorts. 32 - Bottled drinking water, non-alcoholic beverages, namely, carbonated beverages; beer 36 - Financial sponsorship of automobile racing teams, 41 - Entertainment services, namely, fan club services in association with racing events	Proceeding 4/2/08 - Filed 3/24/09 - Published for Opposition 9/18/09 - Opposition Proceeding
82859.0149	 TIGERFLOW DESIGN	US	77/650,552	28 - Toys, namely, die cast metal cars, vehicles, trucks, and stuffed animals	1/15/09 - Filed 12/28/10 - Notice of Allowance 6/28/11 - SOU Due
82859.0150	 TIGER EYES DESIGN	US	77/650,560	28 - Toys, namely, die cast metal cars, vehicles, trucks, and stuffed animals	1/15/09 - Filed 4/15/09 - Notice of Publication 10/30/09 - Opposition Proceeding