

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317247

<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>
Jamison Products, L.P.		09/05/2014	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	T.F. Hudgins, Incorporated		
<b>Street Address:</b>	4405 Directors Row		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77092		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3857307	POSI-LOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7133581717		
<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>	7133581754		
<b>Email:</b>	pkinkaid@burlesonllp.com		
<b>Correspondent Name:</b>	Philip M. Kinkaid		
<b>Address Line 1:</b>	700 Milam St., Suite 1100		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>NAME OF SUBMITTER:</b>	Philip M. Kinkaid		
<b>SIGNATURE:</b>	/philipmkinkaid/		
<b>DATE SIGNED:</b>	09/17/2014		
<b>Total Attachments: 5</b>			
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OP \$40.00 3857307

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment*"), is executed effective as of September 5, 2014 (the "*Effective Date*"), by and between JAMISON PRODUCTS, L.P., a Texas limited partnership ("*Seller*") and T. F. HUDGINS, INCORPORATED, a Texas corporation ("*Purchaser*"). Seller and Purchaser are individually referred to herein as a "*Party*" and collectively as the "*Parties.*"

WHEREAS, Seller, Purchaser, Tim Randall, Sue Randall, and (for certain limited purposes) T.F. Hudgins Holdings, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement, dated as of the Effective Date (the "*Purchase Agreement*");

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. For and in consideration of the payment by Purchaser of the Purchaser Consideration and the assumption of the Assumed Obligations, and pursuant to and in accordance with the terms of the Purchase Agreement, Seller hereby irrevocably SELLS, CONVEYS, ASSIGNS, TRANSFERS and DELIVERS to Purchaser, and Purchaser hereby accepts, the following (the "*Assigned Trademark*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

(a) the trademark registration set forth on Schedule I hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Purchaser, or any assignee or successor thereto.

3. Notwithstanding anything in this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies or any of the obligations (including for indemnification) of the Parties as set forth in the Purchase Agreement. This Assignment is intended only to effect the sale, conveyance, assignment and transfer to Purchaser of the Assigned Trademark, pursuant to the Purchase Agreement, and it shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. This Assignment is governed by and is to be construed under the laws of the United States of America and the State of Texas applicable to agreements made and to be performed in that state, without regard to conflict of laws rules.

6. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same Assignment, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each Party. An executed counterpart signature page to this Assignment delivered by facsimile or other means of electronic transmission shall be deemed to be an original and shall be as effective for all purposes as delivery of a manually executed counterpart.

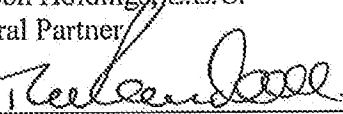
*[Signature page follows.]*

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered as of the Effective Date.

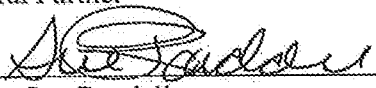
**SELLER:**

**JAMISON PRODUCTS, L.P.**

By: Jamison Holdings, L.L.C.  
General Partner

By:   
Timothy Randall  
Sole Member and Manager

By: S. Randall, L.L.C.  
General Partner

By:   
Sue Randall  
Sole Member and Manager

**PURCHASER:**

**T. F. HUDGINS, INCORPORATED**

By: \_\_\_\_\_  
Ted R. Edwards  
President and CEO

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**SELLER:**

**JAMISON PRODUCTS, L.P.**

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General Partner

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Timothy Randall  
Sole Member and Manager

By: S. Randall, L.L.C.  
General Partner

By: \_\_\_\_\_  
Sue Randall  
Sole Member and Manager

**PURCHASER:**

**T. F. HUDGINS, INCORPORATED**

By:   
Ted R. Edwards  
President and CEO

**SCHEDULE 1  
ASSIGNED TRADEMARK REGISTRATIONS**

Name: Posi-Lock  
Jurisdiction: United States  
Status: Issued  
Registration Number: 3,857,307  
Registration Date: October 5, 2010

4834-2585-0398, v. 1

SCHEDULE 1  
TRADEMARK ASSIGNMENT AGREEMENT

**RECORDED: 09/17/2014**

**TRADEMARK  
REEL: 005364 FRAME: 0237**