

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Industrial Supply Company		09/01/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	CIS Global LLC		
Street Address:	1791 W. Dairy Place		
Internal Address:	Suite 185		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85705		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86351546	CIS	
Serial Number:	86351846	CIS	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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>			
Phone:	312-460-5000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Tiffany W. Shimada		
Address Line 1:	131 S. Dearborn Street		
Address Line 2:	Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	77425-000002		
NAME OF SUBMITTER:	Tiffany W. Shimada		
SIGNATURE:	/Tiffany W. Shimada/		
DATE SIGNED:	03/12/2015		
Total Attachments: 8			
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**CENTRAL INDUSTRIAL SUPPLY
ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”) is entered into as of September __, 2012 (the “**Effective Date**”), by CIS Global LLC, an Arizona limited liability company (“**Buyer**”) and Central Industrial Supply Company, a Texas corporation (“**Seller**”). Buyer and Seller may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**” This Agreement relates to the sale of certain assets related to or used in Seller’s business (the “**Business**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

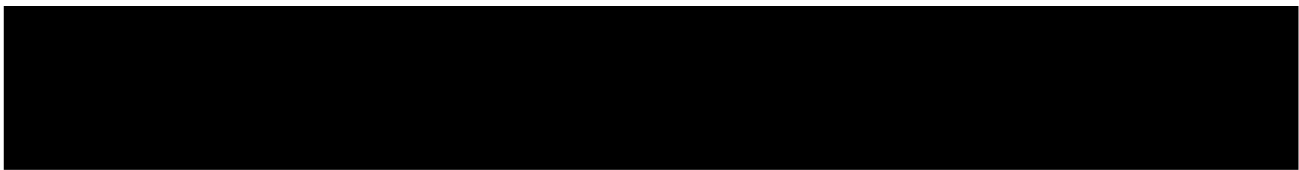
Section 1. **Asset Purchase and Sale.** As of the Effective Date, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases and acquires from Seller, all of Seller’s right, title and interest in and to the assets of Seller identified on Exhibit A (“**Acquired Assets**”). Seller shall execute assignment documents and bills of sale as requested by Buyer.

Section 2. **Excluded Assets.** Notwithstanding anything to the contrary contained in Section 1 or elsewhere in this Agreement, the Acquired Assets shall not include the assets of the Seller identified on Exhibit A-1.

Section 3. **Consents to Assignment.** To the extent that any third party consents to assignment of the Acquired Assets (and the related Assumed Liabilities, as defined below) are not obtained by Seller on or before the Effective Date, then after the Effective Date and until the impracticalities of assignment are resolved, Seller shall provide or cause to be provided to Buyer the benefits of any such Acquired Asset, and Buyer shall assume and perform the obligations of Seller relating to any such Acquired Asset (and the related Assumed Liabilities).

Section 4. **Assumed Liabilities.** As of the Effective Date, Buyer hereby assumes and agrees to discharge the liabilities and obligations of Seller identified on Exhibit B (“**Assumed Liabilities**”).

Section 5. **Excluded Liabilities.** Buyer shall not assume any liability or obligation of Seller which is not specifically identified as the Assumed Liabilities, and the Assumed Liabilities shall not include the liabilities identified on Exhibit B-1.



Section 7. **Allocation of Purchase Price.** Buyer and Seller shall prepare and file their respective tax returns, including if applicable Internal Revenue Service Form 8594, reflecting the transactions contemplated hereby in a manner consistent with the allocation of the Purchase Price set forth on Exhibit C , and shall not take any contrary position.

Section 8. Seller's Representations and Warranties.

(a) Seller is a corporation duly organized, in good standing and validly existing under the laws of Texas. This Agreement and any documents executed by Seller in connection with this Agreement have been duly authorized and are the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their terms, except as may be subject to or limited by (i) bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). Seller has the legal right, power, and authority to execute and deliver this Agreement and any documents executed in connection with this Agreement and to perform its obligations under this Agreement and the documents executed by Seller in connection with this Agreement. Seller is not required to obtain any consent or approval from, or provide any notice to, any party in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby, nor does the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby, contravene or violate the organizational documents of Seller or any document or arrangement to which Seller is bound.

(b) Seller owns good and marketable title to all of the Acquired Assets, free and clear of any liens, claims or encumbrances and other than the lien in favor of Fifth Street Finance Corp., the priority with respect to which is subject to that certain Subordination Agreement, dated as of the date hereof, among Access Capital Inc., Rail Acquisition Corp. and Fifth Street Finance Corp. (as amended, modified and supplemented from time to time).

(c) THE PARTIES ACKNOWLEDGE AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SELLER DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, AS TO ANY FACT OR MATTER WITH RESPECT TO THE ACQUIRED ASSETS OR THE BUSINESS. THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR DESIGN OR ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE ARE EXPRESSLY EXCLUDED. BUYER ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY OR ON BEHALF OF SELLER EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE BUYER IS ACQUIRING THE ACQUIRED ASSETS "AS IS WHERE IS."

Section 9. Representations and Warranties of Buyer. Buyer is a limited liability company, duly organized, in good standing and validly existing under the laws of the State of

Arizona. This Agreement and any documents executed by Buyer in connection with this Agreement have been duly authorized and are the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, except that such enforcement may be subject to or limited by (i) bankruptcy, insolvency or other similar laws, now or hereafter in effect, affecting creditors' rights generally, and (ii) the effect of general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity). Buyer has the legal right, power, and authority to execute and deliver this Agreement and the other documents executed in connection with this Agreement and to perform its obligations under this Agreement and the documents executed by Buyer in connection with this Agreement. Buyer is not required to obtain any consent or approval from, or provide any notice to, any party in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby or the consummation or performance of the transactions contemplated hereby, nor does the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby, contravene or violate the organizational documents of Buyer or any document or arrangement to which Buyer is bound.

Section 10. **Indemnification.** Seller hereby agrees to indemnify and hold harmless Buyer and its officers, directors and members (the "**Purchaser Indemnitees**"), against and in respect of any and all out-of-pocket loss, cost, payments, demand, penalty, forfeiture, expense, liability, judgment, deficiency, damage, diminution of value or claim (including actual costs of investigation and attorneys' fees and other costs and expenses) (all of the foregoing collectively, "**Losses**") incurred or sustained by any Purchaser Indemnitee as a result of or in connection with (a) any breach, inaccuracy or nonfulfillment, or claims by third parties for the alleged breach, inaccuracy or nonfulfillment, of any of the representations, warranties and covenants of Seller contained herein, (b) any excluded asset or excluded liability, and (c) any claims made by third parties against Buyer regarding the assets, liabilities, operations, liquidation or dissolution of Seller from and after the Effective Date.

Section 11. **General Provisions.**

(a) **Expenses.** Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, legal counsel, and accountants.

(b) **Public Announcements.** Any public announcement or similar publicity with respect to this Agreement or the transactions contemplated hereby will be issued, if at all, at such time and in such manner as Buyer determines, unless otherwise required by law.

(c) **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or (i) when received by e-mail or facsimile

(receipt requested), in each case to the appropriate address set forth below (or to such other address as a Party may designate by notice to the other Party):

Seller:

1791 W. Dairy Street
Suite 185
Tucson, AZ 85705
Attn: CEO

Buyer:

1791 W. Dairy Street
Suite 185
Tucson, AZ 85705
Attn: CEO

(d) **Governing Law; Jurisdiction; Service of Process.** This Agreement will be governed by the laws of the State of Arizona, without regard to conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the Parties in the courts of the State of Arizona, County of Pima, or, if there is jurisdiction, in the United States District Court sitting in Tucson, Arizona, and each of the Parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

(e) **Entire Agreement and Modification.** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement among the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties.

(f) **Assignments, Successors, and No Third-Party Rights.** No Party may assign any of its rights under this Agreement without the prior consent of the other Party; provided that Buyer may collaterally assign its rights under this Agreement to Buyer's lenders. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any party other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.


(g) **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic transmission in Adobe® Acrobat format shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile transmission or by electronic transmission in Adobe® Acrobat format shall be deemed to be their original signatures for any purposes whatsoever.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

In Witness Whereof, the Parties have executed and delivered this Agreement as of the date first written above.

Seller: Central Industrial Supply Company

Buyer: CIS Global LLC

By: 
Name: Samuel Gerald Birin
Title: Chief Executive Officer

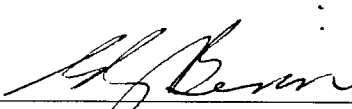
By: 
Name: Samuel Gerald Birin
Title: Chief Executive Officer

Exhibit A

Acquired Assets

(See attached)

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ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Description	Class	Registration Number	Serial Number	Issue Date	Filing date	Expiration
CIS and Design (US Trademark)	Int'l Class 06, 09, 17, 20, 35, 40, 42	3,143,817	76/062,951	Sept 19, 2006	June 6, 2000	Sept. 19, 2012
Qualslide (Taiwan Trademark)	Int'l Class 06	1123015	92071675	Oct. 16, 2004	Qualslide (Taiwan Trademark)	Int'l Class 06
Qualslide (EP Community Trademark)	English 06	3582178	3,582,178	Feb. 8, 2005	Qualslide (EP Community Trademark)	English 06
Qualslide (China Trademark)	Int'l Class 06	3842308	3842308	Oct. 14, 2005	Qualslide (China Trademark)	Int'l Class 06
CIS & Design (Community Trademark)	English 06	1985423	1985423	July 10, 2002		

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