

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369347

<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>
McWilliams Fluid Connectors, Inc.		12/07/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bridgestone Hosepower, LLC		
<b>Street Address:</b>	50 Industrial Loop Drive N		
<b>City:</b>	Orange Park		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32073		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2172879	OUR BUSINESS IS TO KEEP YOUR BUSINESS FL	
<b>Registration Number:</b>	3049318	THE HOSE PROS	
<b>Registration Number:</b>	1782942	THE HOSE PROS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9049809234		
<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>	9049968234		
<b>Email:</b>	myoungpa@comcast.net		
<b>Correspondent Name:</b>	Marilyn Young		
<b>Address Line 1:</b>	12086 Ft Caroline Rd #202		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32225		
<b>NAME OF SUBMITTER:</b>	Marilyn Young		
<b>SIGNATURE:</b>	/Marilyn Young/		
<b>DATE SIGNED:</b>	01/15/2016		
<b>Total Attachments: 6</b>			
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source=Hosepower_Assignment of Service Marks#page2.tif			
source=Hosepower_Assignment of Service Marks#page3.tif			

OP \$90.00 2172879

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source=Hosepower\_Assignment of Service Marks#page5.tif  
source=Hosepower\_Assignment of Service Marks#page6.tif

## SERVICE MARK ASSIGNMENT

This SERVICE MARK ASSIGNMENT is made as of this 7th day of December 2015, by and between the party identified below as Assignor ("ASSIGNOR") and the party identified below as Assignee ("ASSIGNEE").

WHEREAS, ASSIGNOR is the sole and exclusive owner of the mark(s) identified in Exhibit A attached hereto and all goodwill associated therewith (collectively the "Marks" as defined herein); and

WHEREAS, ASSIGNOR desires to assign, transfer and convey to ASSIGNEE all rights, title and interests in the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### ASSIGNMENT OF SERVICE MARK

1.1 Assignment. ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE all rights, title and interests ASSIGNOR may have or accrue in the Marks including, but not limited to, (i) any pending applications owned by ASSIGNOR to register the Marks, (ii) registrations issued for the Marks, (iii) all goodwill associated therewith, (iv) and all domain name registrations for domain names that are owned by Assignor and are comprised of, contain or are based upon any of the Marks.

1.2 Waiver. ASSIGNOR shall not, at any time, contest the validity of the Marks, or take any action that would impair the value of the Marks. Without limitation of the foregoing, ASSIGNOR expressly represents and warrants that it shall not resume use of the Marks, or any word, symbol or domain name that is confusingly similar to the Marks or a colorable imitation thereof.

### ARTICLE II

#### FURTHER ACTIONS BY THE ASSIGNOR

2.1 Actions by ASSIGNOR. ASSIGNOR agrees to execute any other documents and to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment, to substantiate ASSIGNEE's ownership of the Marks, to assist ASSIGNEE in obtaining, maintaining and renewing registrations for the Marks at ASSIGNEE's sole cost and expense, and to assist ASSIGNEE in enforcing and defending intellectual property rights associated with the Marks at ASSIGNEE's sole cost and expense. Nothing contained herein shall obligate ASSIGNOR to incur any cost or expense in connection with any action ASSIGNOR may perform in assisting ASSIGNEE as set forth herein.

### ARTICLE III

#### MISCELLANEOUS

3.1 Entire Agreement and Amendment. This Agreement supersedes all prior and contemporaneous discussions, understandings and agreements between the parties with

respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof, excepting the Asset Purchase Agreement ("Purchase Agreement") by and among by and among Bridgestone Hosepower, LLC, a Delaware limited liability company ("Buyer"), McWilliams Fluid Connectors, Inc., a California corporation ("Seller"), and Frank J. McWilliams and Maureen McWilliams, as Trustees of the McWilliams Family Trust dated August 4, 1997, individual residents of the State of California and the owners of all equity interests of Seller (together, and jointly and severally, "Owner"). The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities of and by the Seller or the Owner, as applicable, relating to the Marks, are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of the ASSIGNOR and the ASSIGNEE.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

3.3 Counterparts. This Agreement may be executed in any number of counterparts, in photocopy, facsimile, and scanned copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered via facsimile transmission and electronic transmission.

\* \* \*

[REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Service Mark Assignment to be duly executed as of the day and year first above written.

ASSIGNEE:

Bridgestone Hosepower, LLC,  
a Delaware limited liability company

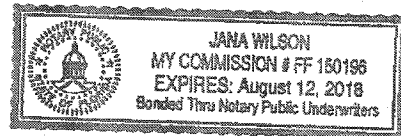
/s/:

Print:

Title:

Before me personally appeared the individual signing on behalf of the party identified above, known to me or proved to me on the basis of satisfactory evidence to be the person who represents the party identified above, and acknowledged that he/she executed the same.

  
Notary Public



ASSIGNOR

McWilliams Fluid Connectors, Inc.,

a California corporation

/s/ Maureen T. McWilliams

Print: MAUREEN T. McWILLIAMS

Title: PRESIDENT

Before me personally appeared the individual identified above, known to me or proved to me on the basis of satisfactory evidence to be the person identified above, and acknowledged that he/she executed the same.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Santa Clara )  
On 12/11/15 before me, T. Fettingger, Notary Public,  
personally appeared Maureen T. McWilliams,  
who proved to me on the basis of satisfactory evidence to be the person whose  
name is subscribed to the within instrument and acknowledged to me that  
he/she/it executed the same in his/her/its authorized capacity, and that by  
his/her signature on the instrument the person or the entity upon behalf of  
whom the person acted, executed the instrument. I certify under PENALTY OF  
PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct. WITNESS my hand and official seal.



*[Handwritten signature]*

EXHIBIT A  
ASSIGNED MARKS

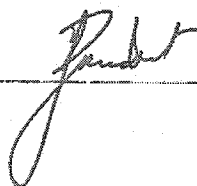
Serial No.	Reg. No.	Service Mark	Owner	Status	
1	75305791	2172879	Our Business Is To Keep Your Business Flowing	McWilliams Fluid Connectors, Inc.	Registered
2	78451948	3049318	The Hose Pros	McWilliams Fluid Connectors, Inc.	Registered
3	74337004	1782942	The Hose Pros	McWilliams Fluid Connectors, Inc.	Registered

ASSIGNEE:

Bridgestone Hosepower, LLC,  
a Delaware limited liability company

/s/ 

Print: J.P. CLARKSON

Title: 

ASSIGNOR:

McWilliams Fluid Connectors, Inc.,

a California corporation

By: William T. McWilliams

Print: MAUREEN T. McWILLIAMS

Title: PRESIDENT

Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Diego No. 12/8/13  
On 12/8/13 before me, T. Fettinger Notary Public,  
personally appeared Maureen T. McWilliams  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument. I certify under PENALTY OF  
PERJURY under the laws of the State of California that the foregoing paragraph is true  
and correct. WITNESS my hand and official seal.

*[Handwritten signature]*

