

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376038

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|---|--|-----------------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Consolidated Systems, Inc. | | 12/14/2015 | Corporation: SOUTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | Welles Acquisition LLC | | |
| Street Address: | 425 West Lakeside Avenue, Suite 200 | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44113 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3050383 | CONSOLIDATED METAL PRODUCTS | |
| Registration Number: | 3419876 | VERSA-STEEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122691747 | | |
| <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: | 3122698000 | | |
| Email: | hkarmo@ngelaw.com | | |
| Correspondent Name: | Neal, Gerber & Eisenberg LLP | | |
| Address Line 1: | Two North LaSalle Street, Suite 1700 | | |
| Address Line 4: | Chicago, ILLINOIS 60602 | | |
| ATTORNEY DOCKET NUMBER: | 028026.0001 | | |
| NAME OF SUBMITTER: | Thomas E. Williams | | |
| SIGNATURE: | /Thomas E. Williams/ | | |
| DATE SIGNED: | 03/08/2016 | | |
| Total Attachments: 5 | | | |
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TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (this "Assignment") is executed as of December 14, 2015 (the "Effective Date"), between Consolidated Systems, Inc., a South Carolina corporation ("Assignor"), and Welles Acquisition LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of December 14, 2015, by and among Assignor, Assignee and Flack Steel, Ltd., an Ohio limited liability company (the "Asset Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's rights, title and interests in and to the Purchased Assets, including, without limitation, certain Intellectual Property;

WHEREAS, Assignor is the owner of the entire right, title, interest in and to the United States and foreign trademarks, service marks and trade names as set forth on Schedule A (the "Assigned Marks"), all of which are included in the Intellectual Property to be acquired by Assignee pursuant to the Asset Purchase Agreement and are to be assigned to Assignee pursuant to the Asset Purchase Agreement; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's worldwide rights, titles and interest in, to and under the Assigned Marks.

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, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's worldwide rights, title and interests in, to and under the Assigned Marks, including without limitation, (i) any common law rights in and to such Assigned Marks, (ii) statutory rights and registrations in and to the Assigned Marks, if any, whether filed with the Commissioner of Patents and Trademarks of the United States of America or any other agencies or authorities, governmental or otherwise, for the filing and/or registration of trademarks, trade names, service marks, and/or other intellectual property, (iii) all rights in and to any registrations and filings specifically referenced on Schedule A, (iv) all goodwill associated with the Assigned Marks, and (v) any and all income royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue for and collect damages and other recoveries for past, present and future infringement of such Assigned Marks and the right to prosecute and maintain trademark applications and registrations for such Assigned Marks.

2. Assignor authorizes Assignee to file trademark applications in any or all countries for any or all of the Assigned Marks in the name of Assignee or otherwise as Assignee may deem advisable.

3. Assignor 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 Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

5. 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 intellectual property 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, at Assignee's sole cost and expense, execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

6. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment 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 State of Delaware, without regard to conflicts of law doctrines.

7. This Assignment, together with the Asset Purchase Agreement and other documents and agreements referenced therein, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior written and oral understandings between the parties. This Assignment, including the provisions of this paragraph, may not be modified or amended except in a writing signed by a duly authorized representative of each party. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

8. This Assignment 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 Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page to Follow]

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

ASSIGNOR:

CONSOLIDATED SYSTEMS, INC.,
a South Carolina corporation

By: Michael J Fisher
Name: Michael J Fisher
Title: CEO

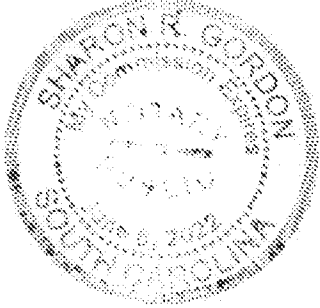
State of South Carolina, County of Richland

On this 14th day of December, 2015 before me, the undersigned, a Notary Public in and for said County and State, appeared Michael Fisher, known to me (or proved to me on the basis of satisfactory evidence) to be CEO of Consolidated Systems, Inc., a South Carolina corporation, who acknowledged that he signed this instrument as a free act on behalf of Consolidated Systems, Inc.

Given under my hand and seal of office,

Sharon R Gordon
Notary Public in and for said County and State
My Commission Expires: June 1, 2017

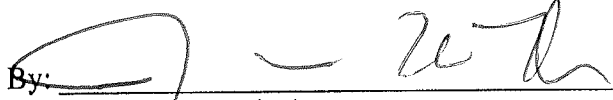
Seal of the Notary



[Signature Page to Trademark and Trade Name Assignment]

ASSIGNEE:

WELLES ACQUISITION LLC,
a Delaware limited liability company

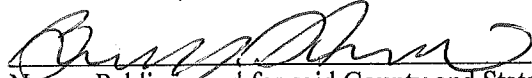
By: 

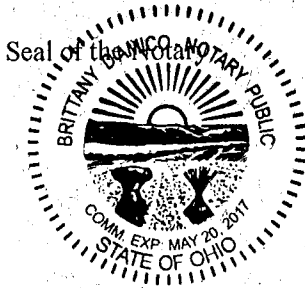
Name: Jeremy K. Flack
Title: President

State or Province of Ohio, County of Cuyahoga

On this 14th day of December, 2015 before me, the undersigned, a Notary Public in and for said County and State, appeared Jeremy K. Flack, known to me (or proved to me on the basis of satisfactory evidence) to be President of WELLES ACQUISITION LLC, who acknowledged that he signed this instrument as a free act on behalf of WELLES ACQUISITION LLC.

Given under my hand and seal of office,


Notary Public in and for said County and State
My Commission Expires: May 20, 2017



SCHEDULE A
ASSIGNED MARKS

1. Registered U.S. Trademarks
 - a. “Consolidated Metal Products” (Reg. Numb. 3,050,383)
 - b. “Versa Steel” (Reg. Numb. 3,419,876)