

10-05-2006



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or file address(es) below.

1. Name of conveying party(ies):

Arrow Engineering, Inc

- Individual(s)
- General Partnership
- Corporation- State: Georgia
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Arrow Acquisition, LLC

Internal Address:

Street Address: 216 Brookhollow

City: Dalton

State: Georgia

Country: USA Zip: 30720

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship USA
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):

Execution Date(s) September 18, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

DBYRNE 00000215 2326834

B. Trademark Registration No.(s) 2,326,834

2,995,532  
2,995,533

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Arroshield ArroFresh  
Arrogard

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Bisson

Internal Address: Suite B

Street Address: 745 College Drive

City: Dalton

State: Georgia Zip: 30720

Phone Number: 706-259-2586

Fax Number: 706-278-3569

Email Address: jbisson@mbnlaw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: James F. Tucker, Jr.

Signature

September 27, 2006

Date

James F. Tucker, Jr.

Total number of pages including cover sheet, attachments, and document: 2

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assisted Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

00000158112  
Refund Ref: 10/04/2006 DBYRNE

CHECK Refund Total: \$30.00

**ASSIGNMENT OF TRADEMARKS**

WHEREAS, **Arrow Engineering, Inc.**, a Georgia corporation, (the "Seller") has adopted, used and is using the trademarks Arroshield, Registration No. 2,326,834; Arrogard, Registration No. 2,995,532, and Arrofresh, Registration No. 2,995,533 (the "Marks"); and

WHEREAS, Arrow Acquisition, LLC, a Georgia limited liability company, (the "Purchaser") is desirous of acquiring the Marks and Seller has agreed to convey said Marks to Purchaser pursuant to a certain Asset Purchase Agreement dated September 18, 2006, (the "Purchase Agreement") by and among Seller, Purchaser and others; and

WHEREAS, Purchaser is a successor to the business of the Seller, or a portion thereof, to which the Marks pertain.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby assigns, transfers and conveys to Purchaser, its successors, assigns and legal representatives, all of Seller's right, title and interest in and to the Marks, and to the good will of the business symbolized thereby.
2. The Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Seller or Purchaser contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in the Purchase Agreement. 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 shall govern and control.
3. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the successors and assigns of both parties.

Seller:

**Arrow Engineering, Inc.**

By: Robert B. Collis  
President

Sworn to and subscribed before me  
this 18<sup>th</sup> day of September 2006.

Mary E. Stricklen  
Notary Public

