

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTS Corporation		10/15/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fillauer Companies, Inc.		
Street Address:	2710 Amnicola Highway		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37406		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3293396	PDQ	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1232		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	423.757.0232		
Email:	pweidlich@cbslawfirm.com		
Correspondent Name:	Paul S. Weidlich		
Address Line 1:	1000 Tallan Building		
Address Line 2:	Two Union Square		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	08177_02-0401		
NAME OF SUBMITTER:	Paul S. Weidlich		
Signature:	/Paul S. Weidlich/		

OP \$40.00 3293396

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**TRADEMARK
 REEL: 004080 FRAME: 0328**

Date:

10/19/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment is made as of the 15 day of October, 2009, by OTS Corporation, a North Carolina corporation having an office at 220 Merrimon Avenue, Weaverville, North Carolina 28787 ("Assignor").

WHEREAS, Assignor owns U.S. Trademark Registration No. 3,293,396 as well as several unregistered trademarks and trade names ("the Trademarks"); and

WHEREAS, Assignor desires to transfer the Trademarks to Fillauer Companies, Inc, a Tennessee corporation, having an office at 2710 Amnicola Highway, Chattanooga, Tennessee 37406 ("Assignee"); and

WHEREAS, Assignee desires to acquire the Trademarks;

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

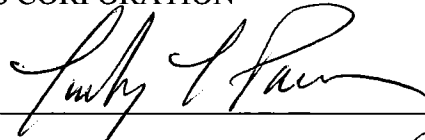
1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants to Assignee that:
 - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina.
 - (b) Assignor has full corporate authority to execute this Assignment, and that this Assignment and the terms and conditions hereof have been duly authorized by all requisite corporate authorities and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
 - (c) Assignor is the owner of the Trademarks, and no other person or entity has any security interest or other right in the Trademarks.
 - (d) Any and all licenses to use the Trademarks which were previously granted by Assignor have been terminated as of the date of this Assignment.
 - (e) Assignor has not abandoned or discontinued use of the Trademarks.

- (f) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened, against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Trademarks or the goodwill of the business symbolized thereby.
- (g) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.
3. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.
4. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Trademarks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Trademarks.
5. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademarks, and otherwise fully carrying out the terms of this Assignment.
6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

(signature appears on the following page)

OTS CORPORATION

By: 

Print Name: TIMOTHY T. PANSIERA

Title: Pres.

Date: 10/15/2009