

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
International Telecommunications Supply Company, LLC		10/01/2010	LIMITED LIABILITY COMPANY: OKLAHOMA

RECEIVING PARTY DATA

Name:	Sooner Acquico, Inc.
Street Address:	169 S. Main Street
City:	Orrville
State/Country:	OHIO
Postal Code:	44667
Entity Type:	CORPORATION: OKLAHOMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3173146	ITS INTEGRATED TOWER SYSTEMS

CORRESPONDENCE DATA

Fax Number: (330)263-9278
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 330-264-4444
 Email: lycans@ccj.com
 Correspondent Name: Andrew P. Lycans
 Address Line 1: 225 North Market Street
 Address Line 4: Wooster, OHIO 44691

NAME OF SUBMITTER:	Andrew P. Lycans
Signature:	/Andrew P. Lycans/
Date:	10/18/2010

Total Attachments: 5

900174209

**TRADEMARK
 REEL: 004298 FRAME: 0235**

OP \$40.00 3173146

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is made this 1st day of October, 2010, by **International Telecommunication Supply Company L.L.C., d/b/a Integrated Tower Systems**, an Oklahoma limited liability company with its principal place of business located at 2703 Dawson Road, Tulsa, Oklahoma 74110 ("Assignor") and **Sooner Acquico, Inc.**, an Oklahoma corporation with a business address of 169 S. Main Street, Orrville, Ohio 44667 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated September 15, 2010, ("Purchase Agreement"), pursuant to which Assignee agreed to purchase and Assignor agreed to sell substantially all the assets of Assignor used by Assignor in the operation of the Business (as defined in the Purchase Agreement).

WHEREAS, the stylized mark **ITS Integrated Tower Systems** is a trade mark registered by Assignor under No. 3,173,146 in the U.S. Patent and Trademark Office and is further described in Exhibit A attached hereto ("Trademark");

WHEREAS, Assignor is the owner of the Trademark together with the goodwill of the business symbolized thereby in connection with the goods on which the Trademark is used;

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Trademark and the Assignee is desirous of acquiring all of Assignor's rights to the Trademark.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest it has in and to the above marks and Assignee accepts the assignment and assumes Assignor's rights to the Trademarks according to the following terms.

1. **Transfer of Trademark.** Assignor hereby transfers, conveys and assigns all rights, title and interest in the Trademark worldwide together with (a) the goodwill of the business relating to the goods in respect upon which the Trademark is used and for which it is registered; (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (c) all rights to sue for past, present and future infringements or misappropriations of the Trademark.

2. **Recordation.** Assignor hereby authorizes Assignee to file an appropriate record of assignment with the United States Patent and Trademark Office. Assignee shall bear all recordation fees associated with any such recordation.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants as follows:

(a) Assignor is a valid and registered limited liability company in active existence and good standing under the laws of the State of Oklahoma;

(b) Assignor has the exclusive ownership of the Trademark and no rights, title or interest of any third party is prejudiced or infringed by the use of the Trademark or the assignment being made hereunder;

- (c) There are no security interests in the Trademark;
- (d) Assignor has not granted any licenses to use the Trademark or sold or transferred any rights in the Trademark to any other party;
- (e) There is no litigation pending or any disputes arising or relating to the use of the Trademark;
- (f) Assignor is not aware of any competing claims for the Trademark;
- (g) Assignor has obtained full authority and all consents and approvals of any third party or government agency necessary to execute this Agreement and consummate the transactions contemplated hereunder;
- (h) Assignor shall not use the Trademark or engage in any action that will be detrimental to the validity of the Trademark after this assignment;

4. **Representations and Warranties of Assignee.** Assignee hereby represents and warrants as follows:

- (a) Assignee is a valid and registered corporation in good standing existing under the laws of the State of Oklahoma;
- (b) Assignee has obtained full authority and all consents and approvals of any third party or government agency necessary to execute this Agreement and consummate the transactions contemplated hereunder;

5. **Indemnification.** Subject to the limitations set forth in Section 10.1 of the Purchase Agreement, Assignor shall defend, indemnify and hold harmless Assignee from any cause of action, damages including reasonable attorney fees, losses or other claims arising out of Assignor's use of the Trademark or any breach of any representation or warranty made by Assignor herein.

6. **Effective Date.** This Agreement has been duly executed by the parties' authorized representatives as of the date first set forth above and shall be effective immediately.

7. **Applicable Law and Venue.** This Agreement shall be governed by the laws of Ohio regardless of conflict of law rules. Any action to construe or enforce the terms of this Agreement shall be settled in accordance with Section 15.2 of the Purchase Agreement.

8. **Entire Agreement.** This Agreement is made and delivered pursuant to the terms of the Purchase Agreement, and together they constitute the entire agreement between the parties with regard to this subject matter hereof and supersede any and all agreements, whether oral or written, between the parties with respect to the subject matter herein. Any amendments or modifications must be in writing signed by both parties.

9. **Successors.** This Agreement and the obligations and rights hereunder shall be binding on and inure to the benefit of the parties, their successors and assigns.


10. **Further Acts.** Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademark.

[Signatures Appear on the Following Page]

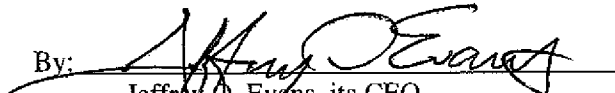
[Assignment of Trademark Signature Page]

EXECUTED by the parties hereto, intending to be legally bound, effective as of the day and year first above written.

“Assignor”
International Telecommunication Supply Company
L.L.C., d/b/a Integrated Tower Systems

By: 
Brad Harwood, its President and CEO

“Assignee”
Sooner Acquico, Inc.

By: 
Jeffrey O. Evans, its CEO

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

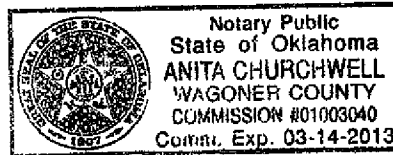
BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named **Brad Harwood**, President and CEO of International Telecommunication Supply Company L.L.C., who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tulsa, Oklahoma on this 30th day of September, 2010.

Anita Churchwell
Notary Public

My Commission Expires: 3-14-2013

My Commission Number: 01003040



STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named **Jeffrey O. Evans**, CEO of Sooner Acquico, Inc., who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tulsa, Oklahoma on this 30th day of September, 2010.

Anita Churchwell
Notary Public

My Commission Expires: 3-14-2013

My Commission Number: 01003040

