

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
Scharch Mfg., Inc.		05/01/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Top Brass, Inc.		
Street Address:	2700 Missouri Avenue		
City:	Granite City		
State/Country:	ILLINOIS		
Postal Code:	62040		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3426108	LIONS CARTRIDGE	
Registration Number:	2534113	TOP BRASS	
CORRESPONDENCE DATA			
Fax Number:	(618)233-0601		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(618) 233-0480		
Email:	agaravalia@flynnguymon.com		
Correspondent Name:	Anthony R. Garavalia		
Address Line 1:	Flynn & Guymon		
Address Line 2:	23 Public Sq., Ste. 440		
Address Line 4:	Belleville, ILLINOIS 62220		
NAME OF SUBMITTER:	Anthony R. Garavalia		
Signature:	/Anthony R. Garavalia/		
Date:	05/25/2011		

OP \$65.00 3426108

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made to be effective as of May 1, 2011, by and between the Parties, Scharch Mfg., Inc., a Colorado corporation ("Assignor") and Top Brass, Inc., a Colorado corporation, a wholly owned subsidiary of Total Metal Recycling, Inc., an Illinois corporation ("Assignee"):

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, Lions Cartridge and Top Brass, and the corresponding registrations set forth on Exhibit "A" (collectively, the "Marks"), together with the goodwill of the business connected with and symbolized by the Marks ("the Products"); and

WHEREAS, the Parties have heretofore entered into a certain Asset Purchase Agreement dated as of May 1, 2011, whereby *inter alia* the Assignee shall acquire any and all intellectual property and intellectual property rights of Assignor including, without limitation, any and all of Assignor's trademarks; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks; and

WHEREAS, Assignor desires to, and hereby does, convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Marks in the United States of America and all jurisdictions outside the United States of America, together with the goodwill of the business connected with and symbolized by the Marks (including, without limitation, the right to renew any registrations included in the Marks, the right to apply for trademark registrations within or outside the United States of America based in whole or in part upon the Marks, and any priority right that may arise

from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor also hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to: (a) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (b) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States of America to record the transfer of the registrations and/or applications for registration set forth on Exhibit "A" to Assignee as assignee of Assignor's entire right, title and interest therein. It shall be Assignee's obligation to file all required transfer documents with any and all governmental entities to effect the provisions of this Assignment.

4. This Assignment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

5. This Assignment is made, accepted, and shall be interpreted in accordance with the laws of the State of Colorado and all applicable federal laws and regulations.

6. Assignor further covenants that it will execute all documents, papers, forms and authorizations, and take any and all other actions that may be necessary, for securing, completing, or vesting in Assignee the full right, title, and interest in and ownership of the Marks.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the day and year first above written.

"ASSIGNOR"

SCHARCH MFG., INC.

By: *Daniel J. Scharch*
Daniel J. Scharch, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 6th day of May, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Daniel J. Scharch, known by me to be the person named above and an officer of Scharch Mfg., Inc. duly authorized to execute this Assignment on behalf of Scharch Mfg., Inc., and who signed and executed the foregoing instrument on behalf of Scharch Mfg., Inc.

Given under my hand and seal of office this 6th day of May, 2011

DEBORAH REED
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10-11-13

Deborah Reed
NOTARY PUBLIC

"ASSIGNEE"

TOP BRASS, INC.

By:

Toben Suarez
Toben Suarez, President

ACKNOWLEDGEMENT

STATE OF

Illinois

) ss.

COUNTY OF

Madison

On this 5th day of May, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Toben Suarez, known by me to be the person named above and an officer of Top Brass, Inc. duly authorized to execute this Assignment on behalf of Top Brass, Inc., and who signed and executed the foregoing instrument on behalf of Top Brass, Inc.

Given under my hand and seal of office this 5th day of May 2011, 2011.

Anita J. Hurst
NOTARY PUBLIC

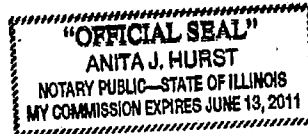


EXHIBIT A

TRADEMARKS

MARK	APPLICATION NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE
1. LIONS CARTRIDGE	N/A	3,426,108	N/A	May 13, 2008
2. TOP BRASS	N/A	2,534,113	N/A	January 29, 2002

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Int. Cl.: 13

Prior U.S. Cls.: 2 and 9

United States Patent and Trademark Office

Reg. No. 3,426,108

Registered May 13, 2008

TRADEMARK
PRINCIPAL REGISTER

LIONS CARTRIDGE

SCHARCH MFG., INC (COLORADO CORPORATION)
10325 COUNTY RD. 120
SALIDA, CO 812019400

FOR: BLANK CARTRIDGE SHELLS; BLANK
CARTRIDGES, IN CLASS 13 (U.S. CLS. 2 AND 9).

FIRST USE 9-0-2005; IN COMMERCE 9-23-2005.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CARTRIDGE", APART FROM THE MARK AS SHOWN.

SER. NO. 77-264,098, FILED 8-24-2007.

JASON BLAIR, EXAMINING ATTORNEY

Int. Cl.: 13

Prior U.S. Cls.: 2 and 9

United States Patent and Trademark Office

Reg. No. 2,534,113

Registered Jan. 29, 2002

TRADEMARK
PRINCIPAL REGISTER

TOP BRASS

SCHARCH MFG., INC. (COLORADO CORPORATION)
10325 CO. RD. 120
SALIDA, CO 812019400

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "BRASS" , APART FROM THE
MARK AS SHOWN.

FOR: BRASS SHELL CASINGS FOR SMALL
ARMS AMMUNITION, IN CLASS 13 (U.S. CLS. 2
AND 9).

SER. NO. 76-207.770, FILED 2-7-2001.

FIRST USE 1-10-2001; IN COMMERCE 2-1-2001.

BRIDGETT SMITH, EXAMINING ATTORNEY