## 900214153 02/07/2012

## 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
Fisher Industries, Inc.		01/19/2012	CORPORATION: TEXAS

#### RECEIVING PARTY DATA

Name:	Products Fabrication, Inc.
Street Address:	7227 WRIGHT RD
City:	Houston
State/Country:	TEXAS
Postal Code:	77041
Entity Type:	CORPORATION: TEXAS

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	2466331	FISHERPUMP	

## CORRESPONDENCE DATA

Fax Number: (713)238-7343 Phone: 713/220-4621

Email: pat-tmk@andrewskurth.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail

Correspondent Name: Gregory L. Porter, Esq./Andrews Kurth LL

Address Line 1: 600 Travis, Suite 4200
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	184134
NAME OF SUBMITTER:	Gregory L. Porter
Signature:	/Gregory L. Porter/
Date:	02/07/2012

## Total Attachments: 3

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> TRADEMARK REEL: 004712 FRAME: 0498

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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment ("Assignment") is made effective as of December 21, 2010 from

FISHER INDUSTRIES, INC. ("ASSIGNOR"), to PRODUCTS FABRICATION, INC.

("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of the trademark (the "Mark") registered in the

United States Patent and Trademark Office under U.S. Trademark Registration No. 2466331 on

July 3, 2001 for the Mark: FisherPump, together with the goodwill of the business symbolized

thereby in connection with the goods on which the Mark is used (the "Product").

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to

ASSIGNEE all of its right, title, and interest in and to the Mark.

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,

ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of

ASSIGNOR's right, title, and interest of whatever kind in and to the Mark, together with (1) the

goodwill of the business relating to the Product in respect upon which the Mark is used and for

which they are registered, (2) all income, royalties, and damages hereafter due or payable to

ASSIGNOR with respect to the Mark, including without limitation, damages and payment for

past or future infringements and misappropriations of the Mark, and (3) all rights to sue for past,

present and future infringements or misappropriations of the Mark.

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 Mark.

TRADEMARK

WOD:40318.2

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of this Assignment, 2012.

FISHER INDUSTRIES, INC.

Name: Earl Fisher Title: President

COUNTY OF AMUS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Earl Fisher, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same were the acts of said FISHER INDUSTRIES, INC., and that he/she has executed the same as the act of such partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this day of January, 2012.

DIANE MARIE CATCHINGS
My Commission Expires
March 27, 2015

Notary Public

My Commission Expires: 03/37/2015

TRADEMARK REEL: 004712 FRAME: 0500

# Exhibit "A" Trademark Rights

Mark	Reg. No.	Reg. Date
FisherPump	2466331	July 3, 2001

TRADEMARK REEL: 004712 FRAME: 0501

WOD:40318.2 **RECORDED: 02/07/2012**