### 900228641 07/18/2012

## 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
Welltite, Inc.		07/09/2012	CORPORATION: CALIFORNIA

#### RECEIVING PARTY DATA

Name:	Industrial Parts Depot, LLC	
Street Address:	23223 NORMANDIE AVE.	
City:	TORRANCE	
State/Country:	CALIFORNIA	
Postal Code:	90501	
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85624901	MWI MARTIN WELLS INDUSTRIES

# CORRESPONDENCE DATA

Fax Number: 9498528510

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

Mail.

Phone: 9498521800 Email: 9498521800

Correspondent Name: Lynn Lee

Address Line 1: 2424 S.E. Bristol Street, Suite 300
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	Q481.7
NAME OF SUBMITTER:	Lynn Lee
Signature:	/Lynn Lee/
Date:	07/18/2012

Total Attachments: 3

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IOP \$40.00 85624901

# EXHIBIT B TO ASSIGNMENT OF INTELLECTUAL PROPERTY

# TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of July 9, 2012 ("Effective Date"), is made by and between Welltite, Inc., a California corporation ("Seller") and Industrial Parts Depot, LLC, a California limited liability company ("Buyer").

WHEREAS, Seller and Buyer have entered into an Assignment of Intellectual Property, executed on even date herewith, pursuant to which Seller has agreed to assign to Buyer the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

### 1. Marks.

"Marks" shall mean the trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats which are the subject of the registrations and pending applications identified in Attachment 1 hereto.

# 2. Assignment.

Seller hereby assigns, transfers and conveys to Buyer all of its rights, title and interest in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims, and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present, and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of California.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK REEL: 004823 FRAME: 0716

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

INDUSTRIAL PARTS DEPOT, LLC

Name: Michael Clogg

Title: President

WELLTITE, INC.

Name: Jetfrey B. Milligan Title: President

**TRADEMARK** REEL: 004823 FRAME: 0717

# ATTACHMENT I TO TRADEMARK ASSIGNMENT

1. "MWi Martin Wells Industries", United States Serial No. 85624901

2. "Well-Tite", United States Serial No. 85624895

AM.

TRADEMARK
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**RECORDED: 07/18/2012**