

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
IPD, LLC		07/01/2013	LIMITED LIABILITY COMPANY: California
RECEIVING PARTY DATA			
Name:	Industrial Parts Depot, LLC		
Street Address:	23231 Normandie Avenue		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90501		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3302522	IPDSTEEL	
Registration Number:	1216412	IPD	
Registration Number:	1162468	IPD	
CORRESPONDENCE DATA			
Fax Number:	9498528510		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9498521800		
Email:	ychang@cwlawyers.com		
Correspondent Name:	Yuwen L. Chang		
Address Line 1:	2424 SE Bristol Street Suite 300		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	Q481.15		
NAME OF SUBMITTER:	Yuwen L. Chang		

OP \$90.00 3302522

Signature:	/Yuwen L. Chang/
Date:	12/17/2013
Total Attachments: 2 source=ASSIGNMENT AGREEMENT IPD - signed (1142676)#page1.tif source=ASSIGNMENT AGREEMENT IPD - signed (1142676)#page2.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("*Agreement*") is entered into on this 1st day of July, 2013, by and between IPD, LLC, a d/b/a of Industrial Parts Depot, LLC, with a business location at 23201 Normandie Ave. Torrance, CA 90501 ("*Assignor*"), and Industrial Parts Depot, LLC, a California limited liability company ("*Assignee*").

1. Assignment. Assignor, for good and valuable consideration, hereby grants, assigns and transfers exclusively to Assignee in perpetuity, and Assignee hereby accepts Assignor's entire right, title, and interest of every kind and character throughout the world and in all countries in and to the following intellectual property assets ("*IP*"):

(i) Trademark Registration for the mark "IPDSTEEL", Federal Registration Number 3302522.

(ii) Trademark Registration for the word mark "IPD", Federal Registration Number 1216412.

(iii) Trademark Registration for the design mark "IPD", Federal Registration Number 1162468.

2. Assumption. Assignee hereby accepts all rights, title and interest in and to all Assets, wherever situated, and agrees to perform, pay and discharge all liabilities and obligations of Assignor, incurred prior to, on and after the date of this Agreement.

3. Cooperation. Assignor agrees that, when requested, it will, without charge, sign and deliver all papers, take all rightful oaths, and do all acts which may be reasonably necessary, desirable or convenient for obtaining, vesting, securing, defending and/or maintaining right, title, and interest in and to the IP, or to obtain any other legal protection for the IP.


4. Full Assignment. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the Assignee, its successors, assigns and legal representatives, or its nominees as such may be designated from time to time to claim the aforesaid benefit of the right of priority.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:


IPD, LLC
a d/b/a of Industrial Parts Depot, LLC,
a California limited liability company

By: 

Ken Harrisberger, CFO

ASSIGNEE:

Industrial Parts Depot, LLC,
a California limited liability company

By: 

Ken Harrisberger, CFO