

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/01/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Davis Bacon Material Handling		06/20/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Eagle Industrial Group Inc.
Doing Business As:	SafeRacks
Street Address:	25471 Arctic Ocean Drive
City:	Lake Forest
State/Country:	CALIFORNIA
Postal Code:	92630
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77052518	MONSTER RAX STORAGE SOLUTIONS DBMH EST 1
Registration Number:	3537608	MONSTER RAX STORAGE SOLUTIONS DBMH EST 1

CORRESPONDENCE DATA

Fax Number: 8883139228
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 949-201-4522
Email: matt@eagleindustrialgroup.com
Correspondent Name: Matt Davis
Address Line 1: 25471 Arctic Ocean Drive
Address Line 4: Lake Forest, CALIFORNIA 92630

NAME OF SUBMITTER:	Matt Davis
SIGNATURE:	///Matt Davis///
DATE SIGNED:	07/11/2014

Total Attachments: 4

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TRADEMARK and DOMAIN NAME ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is by and between Eagle Material Handling Inc. dba Davis Bacon Material Handling ("Davis") and Eagle Industrial Group Inc. ("Eagle") and is effective as of 12/1/2008 (the "Effective Date").

WHEREAS, Davis is the owner of a certain trademark identified in Exhibit A (the "Trademark") and of certain domain names identified in Exhibit A (the "Domain Names");

WHEREAS, Davis desires to transfer all of Davis's rights, title and interest in and to the Trademark and Domain Names to Eagle;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Trademark Assignment.** Davis irrevocably assigns, grants and transfers to Eagle, all of Davis's right, title, and interest in and to the Trademark, including all common law rights, along with the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover damages from future infringement of the Trademark, the same to be held and enjoyed by Eagle for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Davis if this assignment had not been made (the "Assignment").

To the extent that Davis is seeking to perfect the ownership of the Trademark and Davis's ownership of the Trademark has not been perfected by the Effective Date, Davis agrees to promptly assign ownership of the Trademark to Eagle, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Davis further agrees to take all steps necessary to promptly expedite any perfection of their ownership in and to the Trademark. Davis hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Trademark to Eagle as owner of all right, title and interest therein, or otherwise as Eagle may direct, in accordance with the terms of the Assignment.

2. **Domain Names.** Upon the mutual agreement of the Parties, as of the Effective Date, Davis shall cause any related Domain Names (including all sub-domains and related URLs) to redirect directly to the URLs designated by Eagle. Within ten (10) days of the Effective Date, Davis shall transfer to Eagle the entire right, title and interest to the Domain Names.
3. **Execution and Delivery.** Upon Eagle's request, Davis agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing and including the transfer of any domain names through appropriate communications with domain name registrars) as may be necessary to vest in and secure unto Eagle the full right, title and interest in and to the Trademark and Domain Names and to protect and enforce the Trademark.

4. Representations and Warranties. Davis represents and warrants that Davis has the full right to convey the entire right, title and interest herein assigned, and that Davis will not take any action, use any trademark or domain name, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.
5. Warranty Disclaimer. DAVIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE TRADEMARK OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.
6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE USE OF THE TRADEMARK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. Miscellaneous.
 - a. Independent Contractors. The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither party has any right or authority to bind the other in any way.
 - b. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Davis: Davis Bacon Material Handling
 4436 Worth Street
 Los Angeles, CA 90063

If to Eagle: Eagle Industrial Group Inc.
 25471 Arctic Ocean Drive
 Lake Forest, CA 92630
 - c. Modification and Waiver. The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
 - d. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.

e. Headings. Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.

f. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

g. Entire Agreement. Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.

h. Non-Exclusive Remedies. The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

Eagle Material Handling Inc. dba Davis Bacon Material Handling

Dated: 6/20/2014

Signature: Bruce G. Davis

Name: Bruce G. Davis

Title: Vice President

Eagle Industrial Group Inc.

Dated: 6/20/2014

Signature: [Signature]

Name: MAT DAVIS

Title: PRESIDENT

Exhibit A

1. Trademark:

Registration Number: 3537608
Registration Date: 11/25/2008
Filing Date: 11/28/2006
Serial Number: 77052518
Jurisdiction: California
Mark:



Word Mark: Monster Rax Storage Solutions DBMH EST 1952
Logo Description: The mark consists of A stylized word "MONSTER" which is italicized and capitalized with fading colors from dark blue at the bottom to white at the top of the letters. "MONSTER" is closely followed by the word "RAX" which is capitalized and faded in color from silver at the bottom to white in the middle to black at the top. Under the "MONSTER RAX" is a stylized "STORAGE SOLUTIONS" in the color black. The words are surrounded by a symmetrical graphical image in the shape of a football. The top and bottom of the image portrays metallic colors fading from black to silver to white. The interior of the image is a faded color background from dark blue to light blue. The letters and numbers "DBMH EST 1952" is inlaid in the lower metallic portion of the image. The overall image is cropped at both the left and right sides which are flat.

2. Domain Names:

monsterrax.com
topshelfstorage.com
saferacks.com
saferacks.net
saferax.com
saferax.net
overheadstorageracks.com
eagleindustrialgroup.com
garageracks.com
sportloxx.com
ceilingmountedstorage.com
ceilingmountedstorageracks.com

ceilingstoragerack.com
garageceilingstorage.com
garageceilingstorage.net
lockerslockers.com
lockerslockers.info
lockerslockers.net
overheadgaragestorageracks.com
overheadstoragerack.com
racktrax.com
stockroomshelving.com
toolboxwarehouse.com