

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuraColor Holdings, LLC		03/06/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Federal Heath Sign Company, LLC		
Street Address:	3609 Ocean Ranch Blvd., Suite 204		
City:	Oceanside		
State/Country:	CALIFORNIA		
Postal Code:	92056		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3127413	DURACOLOR	
CORRESPONDENCE DATA			
Fax Number:	2565396024		
<i>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.</i>			
Phone:	256-539-6000		
Email:	tmoore@leo-law.com		
Correspondent Name:	Trevor Moore		
Address Line 1:	200 Randolph Avenue		
Address Line 4:	Huntsville, ALABAMA 35801		
NAME OF SUBMITTER:	Trevor Moore		
SIGNATURE:	/Trevor Moore/		
DATE SIGNED:	07/17/2015		
Total Attachments: 6			
source=Bill of Sale- Recording of Trademark Assignment#page1.tif			
source=Bill of Sale- Recording of Trademark Assignment#page2.tif			
source=Bill of Sale- Recording of Trademark Assignment#page3.tif			
source=Bill of Sale- Recording of Trademark Assignment#page4.tif			
source=Bill of Sale- Recording of Trademark Assignment#page5.tif			

OP \$40.00 3127413

**BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of the Effective Date set forth on the signature page hereof, by and between DURACOLOR HOLDINGS, LLC, a Wisconsin limited liability company, DURACOLOR, LLC, a Wisconsin limited liability company, CA REAL ESTATE, LLC, a Wisconsin limited liability company (together "Sellers"), and FEDERAL HEATH SIGN COMPANY, LLC, a Delaware limited liability company ("Buyer").

RECITALS:

Pursuant to that certain Asset Purchase Agreement, dated as of February 23, 2015, by and between Sellers and Buyer (the "Asset Purchase Agreement"), Buyer has agreed to purchase from Sellers and Sellers have agreed to sell, transfer, assign, convey and deliver to Buyer the "Acquired Assets" (as such term is defined in the Asset Purchase Agreement), including but not limited to the assets identified on **Schedules A through E and 2 - 3** attached hereto and made part hereof and all of Sellers' rights, title and interests to the Accounts Receivable sold to Buyer in the Agreement (the foregoing herein collectively the "Acquired Assets"), and Buyer has agreed to assume only the liabilities, if any, set forth on **Schedule 4** hereto. All other capitalized terms used, but not defined, herein will also have those meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to Article 2 of the Asset Purchase Agreement and in consideration of the premises set forth in the Asset Purchase Agreement and for good and valuable consideration as set forth therein, the receipt and adequacy of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

1. **Transfers and Assignment of the Acquired Assets.** In accordance with and subject to all the terms and conditions of the Asset Purchase Agreement, Sellers hereby sell, assign, grant, convey, transfer and deliver to Buyer, its successors and assigns, all of Sellers' right, title and interest in and to the Acquired Assets (including possession thereof with respect to tangible property) on an "as is" basis and without representation or warranty of any kind except as set forth in the Asset Purchase Agreement.
2. **Checks and Misdirected Payments.** Sellers hereby appoint Buyer and Buyer's designees, as Sellers' attorney-in-fact, with power to endorse the applicable Seller's name on any checks, notes, acceptances, money orders, or other forms of payment or security that have been assigned to Buyer pursuant to Section 1 above and that come into the Buyer's possession. Any person will be entitled to rely on this assignment and make such payments or any cash payments directly to Buyer, and such third parties will be entitled to rely on Buyer's representation that such payments or security have been assigned to Buyer hereby. Sellers will hold in trust for Buyer and promptly forward to Buyer any and all cash, checks, notes, acceptances, money orders, or other forms of payment or security received with respect to the Purchased Accounts Receivable sold to Buyer in the Agreement.

3. **Telephone Numbers.** The assignment of Sellers' telephone numbers contemplated in this Agreement does not constitute the assumption of any liability of Sellers by Buyer, including but not limited to Sellers' liability for any telephone bills or yellow pages bills and Sellers retain these liabilities to the extent they are not specifically listed as Assumed Liabilities on Schedule 4 attached hereto. In the event that a phone number or numbers cannot be assigned without the assumption of one or more liabilities of Sellers that are not set forth on Schedule 4, this assignment with respect to the telephone numbers may be void as to such number(s) at the election of Buyer.

4. **Assumed Liabilities.** In consideration for the Transfer of the Acquired Assets on the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, by this Agreement, hereby assumes and becomes responsible for all liabilities and obligations with respect to the Assumed Liabilities set forth on Schedule 4 attached hereto and made part hereof; provided, however, that Buyer will have no responsibility, and Sellers will remain solely liable, for any liability or obligation which is an Excluded Liability. Nothing in this Agreement will be construed as an attempt or an agreement to assign or cause the assignment of any contract that is in law or by its terms non-assignable without the consent of the other party or parties thereto, unless such consent has been given.

5. **Further Assurances.** If at any time at or after the date hereof Buyer either considers or is advised that any further deed, other instrument of conveyance or transfer, assignment, assumption or assurance or other documentation or the taking of any other act is reasonably necessary, desirable or proper to vest, perfect or confirm in Buyer, its successors or assigns, of record or otherwise, the title to any of the Acquired Assets, Sellers agree to execute and deliver all such deeds, instruments, assignments, assumptions, assurances and documents and to do all things reasonably necessary, desirable or proper to vest, perfect or confirm title to such Acquired Assets in Buyer, its successors or assigns, and otherwise to carry out the purposes of this Agreement. Sellers agree not to challenge the sole and absolute ownership by Buyer, its successors and assigns, of any of the Acquired Assets.

6. **Delivery.** Sellers hereby represents that all Acquired Assets and components thereof have been delivered to Buyer as of the date hereof, except for aluminum rolls in the possession of Basic Metals, Inc., as provided in the Disclosure Schedule; provided, however, that from and after the date hereof, if Sellers become aware of any Acquired Asset in its possession that was not delivered to Buyer as of the date hereof, Sellers must, at Sellers' expense, promptly notify Buyer of any such Acquired Asset, and deliver any such Acquired Asset to Buyer in accordance with Buyer's reasonable instructions.

7. **Notices.** All notices, requests, demands, claims, and other communications hereunder will be in writing to the address set forth in and pursuant to the provisions of **Section 10.02** of the Asset Purchase Agreement.

8. **Counterparts.** This Agreement may be executed by facsimile and in multiple counterparts, which, when taken together, will be deemed a single original instrument.

9. **Governing Law.** This Agreement will be regarded for all purposes as a Wisconsin document and the validity and construction hereof, and all acts and obligations required hereunder, will be determined and governed, in all respects, by the internal laws of the State of Wisconsin (deciding all questions of conflict of laws in favor of the application of the internal laws of Wisconsin).

10. **Successions and Assignment.** Except as otherwise provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other parties hereto, which consent may not be unreasonably withheld or delayed; provided, however, that either party may (a) assign any or all of its rights and interests hereunder to one or more of its affiliates and (b) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the assigning party will nonetheless remain responsible for the performance of all of its obligations hereunder).

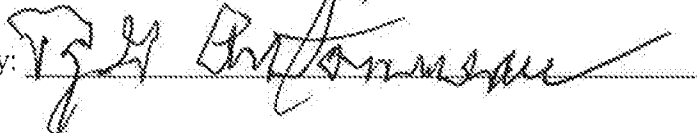
12. **Entire Agreement.** This Agreement and the Asset Purchase Agreement (a) set forth the entire agreement of the parties respecting the subject matter hereof, (b) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof, and (c) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by the parties thereto. This Agreement is subject to all of the representations, warranties, covenants, agreements, exclusions, indemnities and other provisions set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference. This Agreement will be effective as to transfer of all property and interests listed herein as of the Effective Date set forth on the signature page below.

[Remainder of page intentionally left blank. Signature page follows.]

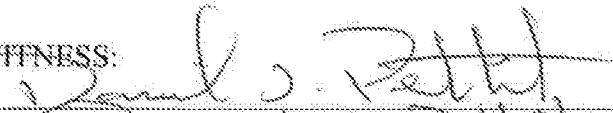
IN WITNESS WHEREOF, this Bill of Sale and Assignment and Assumption Agreement is executed March 6, 2015 and will be effective as of 12:01 a.m. on the ~~7th~~ day of March 2015 (the "Effective Date").

Sellers:

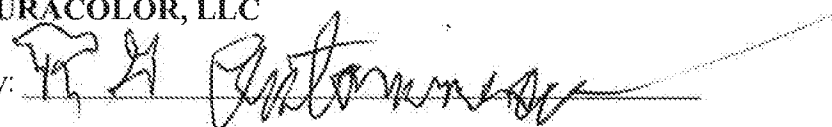
DURACOLOR HOLDINGS, LLC

By: 

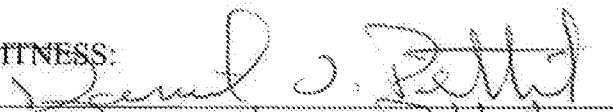
WITNESS:

 (signature)
Daniel J. Pettit (printed name)

DURACOLOR, LLC

By: 

WITNESS:

 (signature)
Daniel J. Pettit (printed name)

CA REAL ESTATE, LLC

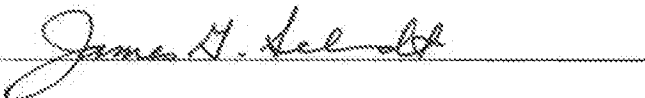
By: 

WITNESS:

 (signature)
Daniel J. Pettit (printed name)

Buyer:

FEDERAL HEATH SIGN COMPANY, LLC

By: 

WITNESS:

 (signature)
Daniel J. Pettit (printed name)

**Schedules A – E, 2 & 4
Intentionally Omitted**

**Schedule 3
Miscellaneous Assets**

Trademarks:

US trademark Serial Number 76611324 Registration Number 3127413 for "DURACOLOR" owned by DuraColor Holdings, LLC.

Website:

Domain Name: DURACOLOR.NET

<http://www.duracolor.net/>

Registrar URL: <http://www.godaddy.com>

Telephone Numbers:

Main Numbers:

(877)899-7900

(262)636-0040

Fax Numbers:

(262)636-0070

(262)636-0080

(262)636-0050

(262)898-2971

Customer and Vendor Lists:

See attached.

List of Permits:

See attached.

(00314785.DOCX)