# 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
Yellow Jacket, Inc.		07/29/2011	CORPORATION:
Peterson Systems International, Inc.		07/29/2011	CORPORATION:

# **RECEIVING PARTY DATA**

Name:	Checkers Industrial Products, LLC	
Street Address:	620 Compton Street	
City:	Broomfield	
State/Country:	COLORADO	
Postal Code:	80020	
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO	

#### PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85156472	THE ORIGINAL AND THE BEST
Registration Number:	2399584	HIPERTHANE
Registration Number:	2310828	YJ
Registration Number:	2003057	YELLOW JACKET
Registration Number:	2709259	BUMBLE BEE
Registration Number:	3327230	DURATHANE
Registration Number:	3327229	YELLOW JACKET AMS
Registration Number:	3327259	AMS
Registration Number:	3327232	HOURGLASS
Registration Number:	3327233	HIPERSNAP
Registration Number:	3327231	CASTATHANE
Registration Number:	3768254	BARRIERFREE AMS
Registration Number:	3970752	ASK FOR THE ORIGINAL ASK FOR THE BEST!

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Registration Number:	3388340	WASP
Registration Number:	3981140	ASK FOR THE ORIGINAL

# **CORRESPONDENCE DATA**

**Fax Number**: (801)799-5700 **Phone**: 801-799-5830

Email: slcipdocket@hollandhart.com

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

via US Mail.

Correspondent Name: L. Grant Foster, Holland & Hart LLP
Address Line 1: 222 South Main Street, Suite 2200

Address Line 2: P.O. Box 11583

Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:	46297
NAME OF SUBMITTER:	L. Grant Foster
Signature:	/L. Grant Foster/
Date:	01/17/2012

Total Attachments: 3

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of July 29, 2011 (the "Effective Date") by and among Peterson Systems International, Inc., a Utah corporation, and Yellow Jacket, Inc., a California corporation, with offices at 2350 East Central Avenue, Duarte, California 91010 (collectively, "Assignors")

WHEREAS, Assignors are the owners of record in the United States Patent and Trademark Office of the trademark registrations, trademark application, domain names and trade names identified in <a href="Schedule A">Schedule A</a> hereto (the "Trademarks"), together with the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, all common law rights, all causes of action, and all claims for damages, profits and other awards by reason of past infringement, dilution, misappropriation or other violations thereof, including the right to sue therefor; and

WHEREAS, Checkers Industrial Products, LLC, a Colorado Limited Liability Company, with offices at 620 Compton Street, Broomfield, Colorado 80020 (the "Assignee"), desires to acquire the Trademarks, including the goodwill of the business associated therewith and symbolized thereby and all rights appurtenant thereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to Assignors in hand paid, the foregoing recitals, the mutual covenants and agreements contained in the Stock Purchase and Merger Agreement, dated as of July 29, 2011, by and among Assignors and Assignee, and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignors hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, free of all encumbrances, Assignors' entire right, title and interest throughout the world in and to the Trademarks, together with the goodwill of the business associated therewith and symbolized thereby, and together with all rights appurtenant thereto, including, but not limited to, all common law rights, if any, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past, present or future infringement, dilution, misappropriation, or other violation thereof, and the right to sue therefor.

Assignors further assign to and empower Assignee, its successors, assigns or nominees, all rights to make applications for Trademarks and to prosecute such applications as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Assignors further agree that 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 regarding the subject matter hereof, as well as constituting proof of the right of assignee or its successors, assigns, or nominees to apply for Trademarks and to claim the aforesaid benefits of the right of property provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

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Assignors agree to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which may be required to transfer all of Assignors' rights, title and interest in and to the said Trademarks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

Assignors acknowledge and agree that each has the power and authority to assign the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the Effective Date.

#### **ASSIGNOR:**

Peterson Systems International, Inc.

By: Name: David Kasnic Title: President

# **ASSIGNOR:**

Yellow Jacket, Inc.

Name: David Kasnic
Title: President

# ASSIGNEE:

Checkers Industrial Products, LLC

Name: David Kasnic
Title: President

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# Schedule A

#### **United States Trademarks**

	Trademark	Registration No.	Registration Date
1.	HIPERTHANE	2,399,584	31 Oct. 2000
2.	YJ DESIGN	2,310,828	25 Jan. 200
3.	YELLOW JACKET	2,003,057	24 Sept. 1996
4.	BUMBLEBEE	2,709,259	22 Apr. 2003
5.	DURATHANE	3,327,230	30 Oct. 2007
6.	YELLOW JACKET AMS	3,327,229	30 Oct. 2007
7.	AMS	3,327,259	30 Oct. 2007
8.	HOURGLASS	3,327,232	30 Oct. 2007
9.	HIPERSNAP	3,327,233	30 Oct. 2007
10.	CASTATHANE	3,327,231	30 Oct. 2007
11.	BARRIERFREE AMS	3,768,254	30 Mar. 2010
12.	ASK FOR THE ORIGINALASK FOR THE BEST	3,970,752	31 May 2011
13.	WASP	3,388,340	26 Feb. 2008
14.	ASK FOR THE ORIGINAL	3,981,140	21 Jun. 2011

#### **United States Trademark Application**

	Trademark	Application No.
1.	THE ORIGINAL AND THE BEST	85/156,472

# **Unregistered Marks and Trade Dress**

The unregistered trademarks, service marks, and trade dress of Assignors

# **Domain Names**

- www.petersonsystems.com
- www.yjams.com
- www.yjamscableprotectors.com
- www.yjams-tracking.com
- www.yellowjacketcablecableprotectors.com
- www.yellowjacketcablecableprotector.com
- www.originalcableramps.com
- www.originalcableprotectors.com
- www.originalcableprotector.com
- www.bestcableprotectors.com
- www.bestcableprotector.com
- www.askforcableprotectors.com

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