

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
E-Tec Marine Products, Inc.		12/01/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	American Builders & Contractors Supply Co., Inc.
Doing Business As:	Town and Country Industries
Street Address:	One ABC Parkway
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2274101	TULIP
Registration Number:	3179014	E-TEC

CORRESPONDENCE DATA	
Fax Number:	2565396024
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2565396000
Email:	tburkett@leo-law.com
Correspondent Name:	Todd Burkett
Address Line 1:	200 Randolph Ave.
Address Line 2:	Ste 200
Address Line 4:	Huntsville, ALABAMA 35801

ATTORNEY DOCKET NUMBER:	E-TEC
NAME OF SUBMITTER:	Todd W. Burkett

OP \$65.00 2274101

Signature:	/Todd W. Burkett/
Date:	12/04/2012
Total Attachments: 3 source=Etec trademark assignment#page1.tif source=Etec trademark assignment#page2.tif source=Etec trademark assignment#page3.tif	

Trademark Assignment

THIS TRADEMARK ASSIGNMENT (this "Assignment") made effective as of Dec 1, 2012, by E-TEC MARINE PRODUCTS, INC., a Florida corporation ("ASSIGNOR").

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the trade names and trademarks set forth on the attached Exhibit A and any and all trade dress associated therewith ("the Marks"), together with the goodwill of the business symbolized thereby in connection with the products on which the Marks are used; and

WHEREAS, in connection with that certain Asset Purchase Agreement by and between Assignor and TOWN AND COUNTRY INDUSTRIES, a division of AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. ("ASSIGNEE") dated Dec 1, 2012 (the "Purchase Agreement"), ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Marks in the United States of America and in all foreign countries.

NOW, THEREFORE, ASSIGNOR, in consideration of the mutual agreements set forth in the Purchase Agreement between Assignor and Assignee other good and valuable consideration, acknowledged to be sufficient and received, does hereby:

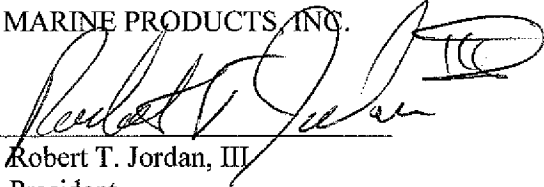
- 1. Assignment.** ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the Marks, together with (a) the goodwill of the business relating to the Marks; (b) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (c) all rights to sue for past, present, and future infringements or misappropriations of the Marks. ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs, if any, associated with the Marks.
- 2. Further Assurances.** ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.
- 3. Entire Agreement.** This Assignment and the 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 Assignment is subject to all of the representations, warranties, covenants, agreements, exclusions, indemnities and other provisions set forth in the Purchase Agreement, all of which are incorporated herein by reference. This Assignment will be effective as to transfer of all property and interests listed herein as 12:01 a.m. on the 2nd day of December 2012.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Trademark Assignment, as of the day and year first above written.

ASSIGNOR:

E-TEC MARINE PRODUCTS, INC.

BY:

A handwritten signature in black ink, appearing to read "Robert T. Jordan, III". The signature is written over a horizontal line. To the right of the signature, there is a small, stylized logo consisting of the letters "E" and "C" inside a circle.

Robert T. Jordan, III

Its:

President