

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RL INDUSTRIES, INC.		04/30/2014	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WURTH TIMBERLINE FASTENERS, INC.		
<b>Street Address:</b>	6195 Clermont Street		
<b>City:</b>	Commerce City		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80022		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2598841	HANDIPAK	
<b>Registration Number:</b>	2198964	AG-PACK	
<b>Registration Number:</b>	2175472	TIMBERLINE	
<b>Registration Number:</b>	2112776	DECK-GARD	
<b>Registration Number:</b>	2166749	DECK-MAX	
<b>Registration Number:</b>	2713032	TIMBERLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3033766021		
<b>Email:</b>	elaury@minorbrown.com		
<b>Correspondent Name:</b>	Eric J. Laury		
<b>Address Line 1:</b>	650 South Cherry Street, Suite 1100		
<b>Address Line 4:</b>	Denver, COLORADO 80246		
<b>NAME OF SUBMITTER:</b>	Eric J. Laury, Esq.		
<b>SIGNATURE:</b>	/Eric J. Laury/		
<b>DATE SIGNED:</b>	05/15/2014		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is dated as of April 30, 2014, and is made by RL INDUSTRIES, INC., a Colorado corporation ("Assignor") in favor of WURTH TIMBERLINE FASTENERS INC., a Delaware corporation ("Assignee"). Assignor and Assignee shall hereinafter individually be referred to as a "Party" and collectively be referred to as the "Parties." All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of April 30, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, all right, title and interest in and to the Purchased Assets, including without limitation the right to all Intellectual Property owned or used by the Company, including the Company Intellectual Property; and

WHEREAS, in furtherance of the transactions contemplated by the Purchase Agreement, Assignor desires to irrevocably grant, transfer, and assign to Assignee, and Assignee desires to accept the grant, transfer, and assignment of, all Intellectual Property owned or used by the Company, including the Company Intellectual Property and including without limitation the intellectual property listed on Schedule A attached hereto and incorporated herein by this reference and all goodwill associated therewith (the "Transferred IP Rights") on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, grants, transfers, and delivers to Assignee, its successors and assigns, and Assignee hereby purchases, acquires, and accepts the grant, transfer, delivery, and assignment of, all of Assignor's worldwide right, title, benefit, entitlement and interest in, to, and under the Transferred IP Rights and all goodwill associated therewith including but not limited to all copies and tangible embodiments of the Transferred IP Rights (in whatever form or medium), all rights in or licenses to or from a third person in any of the Transferred IP Rights, and all past, present, or future claims or causes of action arising out of or related to any infringements, dilutions, or misappropriations of any of the Transferred IP Rights whatsoever, the same to be held and enjoyed by Assignee, its successors, legal representatives, and assigns from and after the date hereof forever as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred IP Rights, and upon the reasonable request of Assignee and at Assignee's sole cost and expense, Assignor shall execute and deliver (i) any and all documents and papers whatsoever that may be necessary or desirable to perfect Assignee's rights to the Transferred IP Rights in Assignee or its successors, assigns or other legal representatives, and (ii) any additional applications for registration, or any part or parts thereof. Assignor further agrees to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation but at the expense of Assignee or Assignee's successors, assigns, or other legal representatives.

3. Government Authorization. Assignor hereby authorizes all appropriate Governmental Authorities to record this Assignment and to issue or transfer all Transferred IP Rights to the Assignee as

the legal and beneficial owner of all right, title, benefit, entitlement and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of Colorado, without reference to its choice of law rules.

5. Notice. Section 7.1 of the Purchase Agreement is herein incorporated by reference.

6. Counterparts. This Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

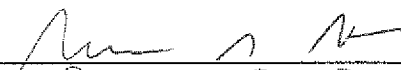
7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Intellectual Property Assignment to be executed as of the date first written above.

**"ASSIGNOR"**

RL INDUSTRIES, INC.

BY:   
NAME: Russel D. Deem  
TITLE: President

**"ASSIGNEE"**

WURTH TIMBERLINE FASTENERS INC.

BY:   
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

*[Signature Page to Intellectual Property Assignment]*

Schedule A

Trademarks:

1. U.S. Trademark Registration No. 2,598,841 for HANDIPAK
2. U.S. Trademark Registration No. 2,198,964 for AG-PACK
3. U.S. Trademark Registration No. 2,175,472 for TIMBERLINE
4. U.S. Trademark Registration No. 2,112,776 for DECK-GARD
5. U.S. Trademark Registration No. 2,166,749 for DECK-MAX
6. U.S. Trademark Registration No. 2,713,032 for TIMBERLINE (Licensed)