

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
Epicor Industries, Inc.		12/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Plews, Inc.		
Street Address:	1550 Franklin Grove Road		
City:	Dixon		
State/Country:	ILLINOIS		
Postal Code:	61021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3803540	PRO TUFF	
CORRESPONDENCE DATA			
Fax Number:	(303)744-4653		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-744-4743		
Email:	jt4006@gates.com		
Correspondent Name:	Jeffrey A. Thurnau		
Address Line 1:	1551 Wewatta Street		
Address Line 2:	MS 10-A3		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	EPICOR-PLEWS - PRO TUFF		
NAME OF SUBMITTER:	Jeffrey A. Thurnau		
Signature:	/jeffrey thurnau/		
Date:	12/06/2010		

CH \$40.00 3803540

Total Attachments: 3

source=Epicor-Plews Executed Assignment 12-3-10#page1.tif

source=Epicor-Plews Executed Assignment 12-3-10#page2.tif

source=Epicor-Plews Executed Assignment 12-3-10#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of this 3rd day of December, 2010, by and between Epicor Industries, Inc., a Delaware corporation ("Assignor"), and Plews, Inc., a Delaware corporation having a principal place of business at 1550 Franklin Grove Road, Dixon, Illinois 61021 ("Assignee").

Assignor is the sole owner of all right, title and interest in all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all related applications, registrations, and renewals, owned and/or used by Assignor for the marks, registrations and applications identified in Schedule A attached hereto (collectively the "Marks").


In consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in the United States and all countries worldwide in and to the Marks therefor, together with the goodwill associated with the Marks together with all related common law rights and the goodwill of the business symbolized thereby and all documentation, certificates of registration and other materials in possession of Assignor and its agents and representatives establishing and manifesting the Marks.

This Trademark Assignment includes the transfer of all claims for damages by reason of past infringement of the Marks with the right to sue for and collect same and in and to all legal equivalents of the Marks in the United States and foreign countries.

Assignor agrees to do all other acts, provide any evidence and execute all other documents which, in the opinion of Assignee may be necessary or desirable for the assignment, transfer, recordation, application, registration, maintenance, renewal and enforcement of the Marks as well as prove establishment of the Marks in the United States and in all other countries where Assignee may desire to have such Marks.

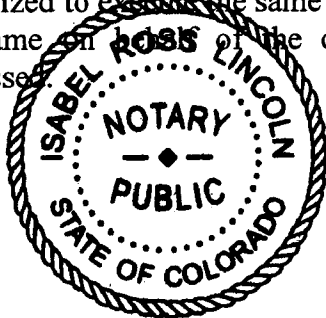
This Trademark Assignment shall be binding upon the parties, their successors, administrators, and assigns.

ASSIGNOR
EPICOR INDUSTRIES, INC.

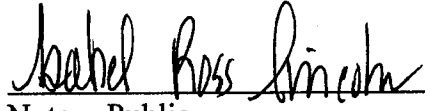
By: 
Printed Name: Steven H. Lutz
Title: Vice President

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

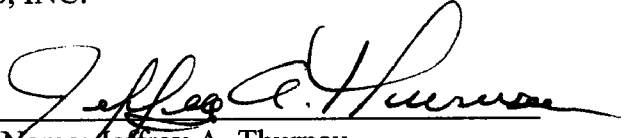
BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 3rd day of December, 2010, personally appeared Steven H. Lutz known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of Epicor Industries, Inc., and that s/he executed the same on behalf of the corporation for the purposes and consideration therein expressed.



My Commission Expires 10/24/2012

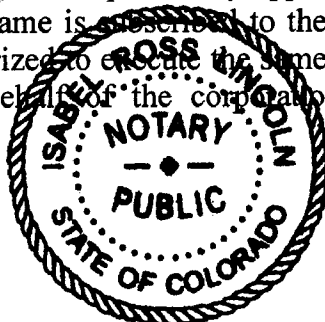

Notary Public

ASSIGNEE
PLEWS, INC.

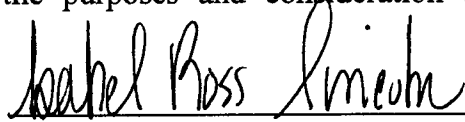
By: 
Printed Name: Jeffrey A. Thurnau
Title: Assistant Secretary

STATE OF COLORADO)
) SS:
COUNTY OF DENVER)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this 2nd day of December, 2010, personally appeared Jeffrey A. Thurnau known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same on behalf of Plews, Inc., and that s/he executed the same on behalf of the corporation for the purposes and consideration therein expressed.



My Commission Expires 10/24/2012


Notary Public

TRADEMARK
REEL: 004425 FRAME: 0491

SCHEDULE A
Trademarks

COUNTRY	MARK	REGISTRATION NO.
Canada	EDELMANN	192197
Venezuela	EDELMANN	62697
Chile	LUBRIMATIC	793220
China	LUBRIMATIC	605833
China	LUBRIMATIC	617892
China	LUBRIMATIC	601628
Colombia	LUBRIMATIC	157881
Japan	LUBRIMATIC	2556968
Japan	LUBRIMATIC	2564700
Japan	LUBRIMATIC	2553324
South Korea	LUBRIMATIC	233573
South Korea	LUBRIMATIC	237708
South Korea	LUBRIMATIC	241780
Taiwan	LUBRIMATIC	293709
Australia	LUBRIMATIC & Design	550442
Australia	LUBRIMATIC & Design	550443
Saudi Arabia	PLEWS	Appl. No. 156300
Venezuela	PLEWS	F164007
Mexico	PLEWS & Design	744309
Australia	PLEWS LUBRIMATIC & Design	908422
Canada	PLEWS LUBRIMATIC & Design	TMA684814
Chile	PLEWS LUBRIMATIC & Design	655454
China	PLEWS LUBRIMATIC & Design	3423486
China	PLEWS LUBRIMATIC & Design	3423483
China	PLEWS LUBRIMATIC & Design	3423482
China	PLEWS LUBRIMATIC & Design	3156067
China	PLEWS LUBRIMATIC & Design	3156066
Colombia	PLEWS LUBRIMATIC & Design	268821
Colombia	PLEWS LUBRIMATIC & Design	270854
Japan	PLEWS LUBRIMATIC & Design	4766936
South Korea	PLEWS LUBRIMATIC & Design	563653
Mexico	PLEWS LUBRIMATIC & Design	775356
Mexico	PLEWS LUBRIMATIC & Design	760428
Taiwan	PLEWS LUBRIMATIC & Design	1039977
Taiwan	PLEWS LUBRIMATIC & Design	1071558
China	PRO TUFF	6173965
China	PRO TUFF	6173966
China	PRO TUFF	6173967
Hong Kong	PRO TUFF	300916065
Mexico	PRO TUFF	1134131
Mexico	PRO TUFF	1012792
Mexico	PRO TUFF	1012793
Taiwan	PRO TUFF	1322726
United States	PRO TUFF	3,803,540
Canada	REX	168622

TRADEMARK