

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ivy Steel & Wire, Inc.		11/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Insteel Wire Products Company		
Street Address:	1373 Boggs Drive		
City:	Mt. Airy		
State/Country:	NORTH CAROLINA		
Postal Code:	27030		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2150789	VARIGRID	
Registration Number:	3810179	STEELTEX	
CORRESPONDENCE DATA			
Fax Number:	(336)733-8473		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(336) 721-3747		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Carlyle Sandridge & Rice, PLLC		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	10284.0069.8		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		

CH \$65.00 2150789

Date:

02/03/2011

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated effective as of the 19th day of November, 2010, is from IVY STEEL & WIRE, INC., a Delaware corporation, having a principal place of business at 400 N. Sam Houston Pkwy. E., Suite 1200, Houston, Texas 77060 ("Assignor") to INSTEEL WIRE PRODUCTS COMPANY, a North Carolina corporation, having a principal place of business at 1373 Boggs Drive, Mt. Airy, North Carolina 27030 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark registrations in the United States for the marks in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said marks, (i) and (ii) collectively the "Trademarks") and (iii) any and all goodwill of the business associated with the Trademarks;

WHEREAS, Assignee is successor to the business of Assignor, or that portion of the ongoing and existing business to which the Trademarks pertain and desires to acquire the Trademarks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademarks and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademarks, and (ii) the goodwill of the business symbolized by the Trademarks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor further agrees, without further consideration and at Assignee's expense, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks, the Trademark registrations and applications thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors and assigns.

4. This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

5. This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

IVY STEEL & WIRE, INC.

By: *R. H. Kucza*

Its: *Secretary*

ASSIGNEE:

INSTEEL WIRE PRODUCTS COMPANY

By: _____

Its: _____

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors and assigns.
4. This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.
5. This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

IVY STEEL & WIRE, INC.

INSTEEL WIRE PRODUCTS COMPANY

By: _____

By: James F. Atwell

Its: _____

Its: Vice President

EXHIBIT A

Registrations

Mark	Reg. No.	Issued
VARIGRID	2,150,789	April 14, 1998
STEELTEX	3,810,179	June 29, 2010