

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Palouse Holdings, LLC, d/b/a/ U.S. Products, Inc.		01/01/2007	CORPORATION: IDAHO

**RECEIVING PARTY DATA**

<b>Name:</b>	USP HOLDING CORP.
<b>Street Address:</b>	14600 21st AVENUE NORTH
<b>City:</b>	PLYMOUTH
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55447-3408
<b>Entity Type:</b>	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1483094	THE ULTIMATE
Registration Number:	1786495	COBRA
Registration Number:	2201156	O-ZONE ACTIVATED OXYGEN ODOR NEUTRALIZER
Registration Number:	2532937	MOCCASIN
Registration Number:	2595680	MONGOOSE
Registration Number:	2882089	KING COBRA
Registration Number:	2792630	PATRIOT
Registration Number:	3046688	AGITATOR 20
Registration Number:	3128106	FLOOD KING
Registration Number:	2646091	PYTHON
Serial Number:	78730245	TORRENT
Serial Number:	77003390	SÓLUS
Serial Number:	77051365	EVOLUTION

CH \$340.00 1483094

CORRESPONDENCE DATA

Fax Number: (612)370-3207  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 612/371-3211  
Email: tmg@lindquist.com  
Correspondent Name: LINDQUIST & VENNUM P.L.L.P.  
Address Line 1: 80 South Eighth Street, 4200 IDS Center  
Address Line 2: Connie Heikkila  
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	386332.0001 TM
NAME OF SUBMITTER:	CONNIE R. HEIKKILA
Signature:	/connierheikkila/
Date:	01/08/2007

Total Attachments: 4  
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## ASSIGNMENT OF TRADEMARKS

January 1, 2007

WHEREAS, Palouse Holdings, LLC (d/b/a/ U.S. Products, Inc.), an Idaho limited liability company (the "Assignor"), is the owner of certain trademarks and trademark registrations (collectively, the "Marks") listed on Exhibit A attached hereto; and

WHEREAS, USP Holding Corp., a Minnesota corporation (the "Assignee") desires to acquire the Marks and registrations thereof; and

WHEREAS, Assignee is a successor to the business of Assignor to which the Marks and the registrations pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to such Marks listed on Exhibit A, including all registrations and applications to register the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks.

2. Assignor covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

3. Assignor agrees that it will, upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees, and to enforce such rights.

4. Assignor further agrees that it will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

5. Assignor agrees to reasonably assist Assignee in the prosecution before the United States Patent and Trademark Office and the Federal Courts of any matters directly relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions (at the sole cost of Assignee), that Assignee elects to make covering the Marks.

6. This assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first set forth above.

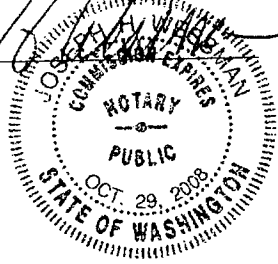
**ASSIGNOR:**

PALOUSE HOLDINGS, LLC (D/B/A/ U.S. PRODUCTS, INC.)

By D. B. Hauff  
Its member/manager/secretary

STATE OF Washington )  
 )ss:  
COUNTY OF Spokane )

On this 1st day of January, 2007, personally appeared Douglas B. Hauff, to me known and known to be the Manager/Secretary of Palouse Holdings, LLC (d/b/a/ U.S. Products), an Idaho limited liability company, and acknowledged that he executed the foregoing Assignment on behalf of said limited liability company pursuant to authority duly received.

exip  
Notary Public  


**ASSIGNEE:**

USP HOLDING CORP.

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of January, 2007, personally appeared \_\_\_\_\_, to me known and known to be the \_\_\_\_\_ of USP Holding Corp., a Minnesota corporation, and acknowledged that he executed the foregoing Assignment on behalf of said corporation pursuant to authority duly received.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Registration No./Serial No.</u></b>	<b><u>Country</u></b>	<b><u>Registraton Date</u></b>
THE ULTIMATE	1483094	US	04/05/1988
COBRA	1786495	US	08/10/1993
O-ZONE ACTIVATED OXYGEN ODOR NEUTRALIZER	2201156	US	11/03/1998
MOCCASIN	2532937	US	01/22/2002
MONGOOSE	2595680	US	7/16/2002
KING COBRA	2882089	US	09/07/2004
PATRIOT	2792630	US	12/09/2003
AGITATOR 20	3046688	US	01/17/2006
FLOOD KING	3128106	US	08/08/2006
PYTHON	2646091	US	
<b><u>Pending Trademarks</u></b>		US	
TORRENT	78/730245	US	
SOLUS	77/003390	US	
EVOLUTION	77/051365	US	