

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
|------------|----------|----------------|---------------------------|
| David Gust | | 03/01/2012 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | High Five Products Inc. |
| Street Address: | 320 West Ohio Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60654 |
| Entity Type: | CORPORATION: ILLINOIS |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 2526703 | A+ |
| Registration Number: | 2936240 | ALOEFLX |
| Registration Number: | 3680384 | ALOESENSE |
| Registration Number: | 4088098 | APPLAUSE |
| Registration Number: | 3584442 | BLAZE |
| Registration Number: | 3229326 | COBALT |
| Registration Number: | 4088102 | E-GRIP |
| Serial Number: | 85493229 | HIGH FIVE |
| Serial Number: | 85225828 | HIGHFLEX |
| Registration Number: | 3595964 | INTEGRA |
| Registration Number: | 3971065 | MEGAPRO |
| Registration Number: | 3327285 | NEOGARD |
| Registration Number: | 3553802 | ONYX |
| Registration Number: | 3500236 | SENSATION |

OP \$440.00 2526703

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|----------------------|----------|-----------------|
| Registration Number: | 3725933 | SOFTWEAR |
| Serial Number: | 85233464 | SYNFLEX |
| Registration Number: | 4088101 | E-GRIP ENHANCED |

CORRESPONDENCE DATA

Fax Number: (816)531-7545
Phone: (816) 460-2535
Email: stephen.huggins@snrdenton.com,anita.hansen@snrdenton.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Stephen J. Huggins
Address Line 1: SNR Denton US LLP
Address Line 2: P. O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606-1080

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|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 09111488-0002 (STH) |
| NAME OF SUBMITTER: | Stephen J. Huggins |
| Signature: | /stephen j huggins/ |
| Date: | 03/02/2012 |

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of March 1, 2012, is by and between David Gust, an individual located at 319 West Ontario Street, Chicago, Illinois 60610 ("Assignor"), and High Five Products Inc., an Illinois corporation having a place of business at 320 West Ohio Street, Chicago, IL 60654 ("Assignee").

BACKGROUND

- A. Assignor owns, has adopted, and either has used or has a bona fide intent to use certain registered and unregistered trademarks set forth on Exhibit A attached hereto (the "Trademarks").
- B. Assignor is the holder of ownership interests in Assignee.
- C. Assignor will receive substantial benefit from an upcoming sale of the assets of Assignee, which will include the Trademarks.

AGREEMENT

For good and valuable consideration, including without limitation benefits received pursuant to the upcoming sale of assets of Assignee and the payment of \$12,000,000, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire worldwide right, title and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages, and in and to applications for foreign trademarks therefor in all countries, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries, and Assignor further authorizes Assignee to apply for foreign protection of the Trademarks in foreign countries directly in its own name, and to claim the priority of the filing date of the Trademarks of the United States of America under the provisions of any and all international conventions and treaties, to the extent applicable.

Assignor agrees that, when requested, it will, at Assignee's expense, sign all papers, take all rightful oaths, and do all reasonable acts that may be necessary, desirable or convenient for securing and maintaining the Trademarks in all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.


This Assignment of Trademarks shall extend to, inure to the benefit of, and be binding upon the parties and their respective partners, attorneys, agents, employees, representatives, affiliates, heirs, successors and assigns. Either party may assign its rights and obligations hereunder, in whole or in part, to any third party.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed and delivered by its duly authorized representative as of the date above first written.

ASSIGNOR:

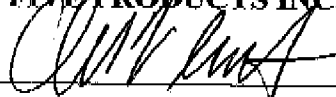
DAVID GUST, an individual

By: 
David Gust

Acknowledged and Accepted:

ASSIGNEE:

HIGH FIVE PRODUCTS INC.

By: 

Name: David Gust

Title: PRESIDENT

Exhibit A

| TRADEMARK | JURISDICTIONS | SER.NO. | Filing Date | REG. NO. | Reg. Date | STATUS |
|-------------------------------|---------------|----------|-------------|----------|------------|------------|
| A+ | United States | 75896132 | 1/13/2000 | 2526703 | 1/8/2002 | Registered |
| ALOE/FLEX | United States | 78365290 | 2/10/2004 | 2936240 | 3/29/2005 | Registered |
| ALOESENSE | United States | 77243294 | 7/31/2007 | 3680384 | 9/8/2009 | Registered |
| APPLAUSE | United States | 85390183 | 8/4/2011 | 4088098 | 1/17/2012 | Registered |
| BLAZE | United States | 77471761 | 5/12/2008 | 3584442 | 3/3/2009 | Registered |
| COBALT (stylized letters) | United States | 78810239 | 2/8/2006 | 3229326 | 4/17/2007 | Registered |
| E-GRIP | United States | 85392554 | 8/8/2011 | 4088102 | 1/17/2012 | Registered |
| HIGH FIVE | United States | 85493229 | 12/12/2011 | | | Pending |
| HIGH/FLEX | United States | 85225828 | 1/25/2011 | | | Allowed |
| INTEGRA | United States | 77335432 | 11/21/2007 | 3595964 | 3/24/2009 | Registered |
| MEGAPRO | United States | 77690937 | 3/13/2009 | 3971065 | 5/31/2011 | Registered |
| NEOGARD (stylized letters) | United States | 78810191 | 2/8/2006 | 3327285 | 10/30/2007 | Registered |
| ONYX | United States | 77473397 | 5/13/2008 | 3553802 | 12/30/2008 | Registered |
| SENSATION | United States | 78893195 | 5/25/2006 | 3500236 | 9/9/2008 | Registered |
| SOFTWEAR (Stylized) | United States | 77093872 | 1/29/2007 | 3725933 | 12/15/2009 | Registered |
| SYNFLEX | United States | 85233464 | 2/3/2011 | | | Allowed |
| E-GRIP ENHANCED | United States | 85392371 | 8/8/2011 | 4088101 | 1/17/2011 | Registered |