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
Blitz U.S.A., Inc.		09/30/2011	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	F3 Brands LLC
Street Address:	2402 Industrial Parkway
City:	Miami
State/Country:	OKLAHOMA
Postal Code:	74354
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3272716	TRAILER SAFE
Registration Number:	3451480	DISPOS-OIL
Registration Number:	3489231	MESS BUSTER
Registration Number:	3496380	"DON'T SPOIL YOUR SOILRECYCLE YOUR OIL"
Registration Number:	3450079	HAND-E GRIP
Registration Number:	3613368	OIL CHANGE DISPOS-KIT
Registration Number:	2295859	2 X 4 BASICS
Registration Number:	2730874	ANYSIZE CHAIR
Registration Number:	2332147	SHELFLINKS
Registration Number:	1900647	DEKMATE
Registration Number:	2581711	JUST ADD 2X4'S
Serial Number:	85164556	
Registration Number:	1701818	RHINORAMPS STRONGER THAN STEEL
Registration Number:	2134179	RHINORAMPS
		TRADEMARK

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TRADEMARK

Registration Number:	3743562	CORETRAC
Serial Number:	85366896	RHINOGEAR
Serial Number:	85366914	

CORRESPONDENCE DATA

Fax Number: (913)647-9057 **Phone**: 913-647-9050

Email: cdw@hoveywilliams.com

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

via US Mail.

Correspondent Name: Andrew G. Colombo/Hovey Williams LLP

Address Line 1: 10801 Mastin Blvd.

Address Line 2: Suite 1000

Address Line 4: Overland Park, KANSAS 66210

ATTORNEY DOCKET NUMBER:	AGC/F3/5736.000
NAME OF SUBMITTER:	Andrew G. Colombo
Signature:	/Andrew G. Colombo/
Date:	03/02/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of October 1, 2011 by Blitz U.S.A., Inc., an Oklahoma corporation ("Assignor") in favor of F3 Brands LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignor and Assignee are parties to the Contribution Agreement, dated October 1, 2011 (the "Contribution Agreement") pursuant to which Assignor has contributed, and Assignee has accepted, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Contribution Agreement, Assignor wishes to contribute to Assignee, and Assignee wishes to accept from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

- 1. Assignor hereby irrevocably contributes, transfers, conveys, assigns and delivers to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
- 2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

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- 3. Assignor shall execute and deliver Assignee, its successors and assigns, and their legal representatives any and all documents as Assignee or any such other person or entity may reasonably request to effectuate the purposes of this Assignment, including in connection with perfection of the title to the Marks, and Assignor shall communicate with Assignee, its successors and assigns, such facts relating to the Marks or the history thereof as it may be known.
- 4. This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- 5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. This Assignment is provided pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

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[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 004728 FRAME: 0968 IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

Blitz U,S.A., Inc. By: Name: Title: CFO STATE OF <u>OKlahoma</u>) ss. On this 30th day of Sept, 2011, before me, a Notary Public in and for said State, personally appeared Rocky Flick, to me known to be the person described in and who executed the within Trademark Assignment and acknowledged that he/she executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written. My commission expires: $\frac{3/09}{2012}$ RIAM GEORGE hlic in and for the MIRIAM GEORGE Acknowledgement:

F3 Brands LLC

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By: Name: Grant Kernan

Title: President

Schedule A to Trademark Assignment

TRADEMARK REGISTRATIONS AND APPLICATIONS

(A) United States

TRAILER-SAFE (Stylized) Ser 76/578,368 Fld 03-01-2004 Reg 3,272,716 Iss 07-31-2007	MARK		SERIAL NO./REG. NO.
Fild 03-01-2004 Reg 3,272,716 Iss 07-31-2007	TRAILER-SAFE (Stylized)	Ser	76/578.368
Reg 3,272,716 iss 07-31-2007	(-3)		
Iss 07-31-2007		Reg	
Fid 9-14-2006 Reg 3,451,480 Iss 06-17-2008 MESS BUSTER Ser 77/010,658 Fid 09-29-2006 Reg 3,489,231 Iss 08-19-2008 "DON'T SPOIL YOUR SOILRECYCLE YOUR OIL" Ser 77/010,688 Fid 09-29-2006 Reg 3,496,380 Iss 09-02-2008 HAND-E GRIP Ser 77/019,938 Fid 10-12-2006 Reg 3,450,079 Iss 06/17/2008 OIL CHANGE DISPOS-KIT Ser 77/360,351 Fid 12-27-2007 Reg 3,613,368 Iss 04-28-2009 2X4 BASICS Ser 75/561,918 Fid 09-22-1998 Reg 2,295,859 Iss 11-30-1999 ANY SIZE CHAIR Ser 76/194,988 Fid 01-16-2001 Reg 2,730,874 Iss 06-24-2003 SHELFLINKS Ser 75/658,885 Fid 03-12-1999 Reg 2,332,147 Iss 03-21-2000 DEKMATE Ser 74/31,403 Fid 11-16-1992 Reg 1,900,647			
Reg 3,451,480 Iss 06-17-2008	DISPOS-OIL	Ser	78/974,236
Iss 06-17-2008		Fld	9-14-2006
MESS BUSTER Scr		Reg	3,451,480
Fld		Iss	06-17-2008
Reg 3,489,231 iss 08-19-2008	MESS BUSTER		
Iss 08-19-2008			
"DON'T SPOIL YOUR SOILRECYCLE YOUR OIL" Ser 77/010,688 Fld 09-29-2006 Reg 3,496,380 Iss 09-02-2008 HAND-E GRIP Ser 77/019,938 Fld 10-12-2006 Reg 3,450,079 Iss 06/17/2008 OIL CHANGE DISPOS-KIT Ser 77/360,351 Fld 12-27-2007 Reg 3,613,368 Iss 04-28-2009 2X4 BASICS Ser 75/561,918 Fld 09-22-1998 Reg 2,295,859 Iss 11-30-1999 ANYSIZE CHAIR Ser 76/194,998 Fld 01-16-2001 Reg 2,730,874 Iss 06-24-2003 SHELFLINKS Ser 75/658,885 Fld 03-12-1999 Reg 2,332,147 Iss 03-21-2000 DEKMATE Ser 74/331,403 Fld 11-16-1992 Reg 1,900,647		Reg	
OIL." Fld	- <u>-</u>	Iss	08-19-2008
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Fld 11-16-1992 Reg 1,900,647		lss	03-21-2000
Reg 1,900,647	DEKMATE		
		Reg Iss	1,900,647 06-20-1995

MARK		SERIAL NO./REG. NO.
JUST ADD 2X4'S	Ser Fld Reg Iss	76/235,407 04-04-2001 2,581,711 06-18-2002
RHINO LOGO	Ser Fld: Reg Iss	85/164,556 10-29-2010
RHINORAMPS STRONGER THAN STEEL STYLIZED REPORT OF THAN STEEL STRONGER THAN STEEL	Ser Fld: Reg Iss	74/164,827 05-08-1991 1,701,818 07-21-1992
RHINORAMPS	Ser Fld: Reg Iss	75/220,762 01-02-1997 2,134,179 02-03-1998
CORETRAC	Ser Fld: Reg Iss	76/698,152 06-29-2009 3,743,562 02-02-2010
RHINO	Ser Fld: Reg Iss	85/366,896 07/08/2011
RHINO LOGO	Ser Fld: Reg Iss	85/366,914 07/08/2011

(B) Non-United States

COUNTRY	MARK		SERIAL NO. FILING DATE REG. NO ISSUE DATE
38701-CA	OIL CHANGE DISPOS-KIT	Ser Fld Reg Iss	1,401,367 06-27-2008

COUNTRY	MARK	PIL.	ERIAL NO. ING DATE REG. NO SUE DATE
41130-CA	DEKMATE	Ser Fld Reg Iss	0711995 08-31-1992 TMA430414 07-15-1994
41132-CA	DESIGN	Ser Fld Reg Iss	1171346 03-18-2003 TMA643520 07-05-2005
42629-CA	RHINORAMPS	Ser Fld Reg Iss	0832802 01-03-1997 TMA517029 09-24-1999
42629-MX R646-721-001	RHINORAMPS	Ser Fld Reg Iss	547768 547768 04-11-2007
42433-CA	RHINO LOGO	Ser Fid Reg Iss	1,520,095 03-21-2011