

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
Brawny Plastics, Inc.		08/06/2003	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	NexTep, Inc.		
Street Address:	P.O. Box 11188		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89510		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	940243	BRAWNY	
CORRESPONDENCE DATA			
Fax Number:	(775)333-8171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7753244100		
Email:	mfrancis@watsonrounds.com		
Correspondent Name:	Matthew D. Francis		
Address Line 1:	5371 Kietzke Lane		
Address Line 4:	Reno, NEVADA 89511		
NAME OF SUBMITTER:	Matthew D. Francis		
Signature:	/Matthew D. Francis/		
Date:	03/24/2005		

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Total Attachments: 3
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TRADEMARK SALE, ASSIGNMENT AND LICENSE

THIS AGREEMENT is entered into this 6th day of August, 2003, by and between Brawny Plastics, Inc., 2700 N. Paulina Street, Chicago, Illinois 60614 ("Seller") and Nextep, Inc., P.O. Box 14188, Reno, Nevada 89510 ("Buyer").

✓ WHEREAS, Seller, is the owner of the trademark BRAVNY, U.S. Registration No. 540243 for use in connection with "polyethylene bags" in International Class 20, with first use of said trademark commencing at least as early as July 6, 1971, said registration having been renewed on the Principal Register for an additional ten year term pursuant to United States Patent and Trademark Office Notice dated March 5, 2001; and

✓ WHEREAS, Seller is the owner of a pending U.S. trademark application BRAVNY, Serial No. 78/258015 for use in connection with "plastic and metal trash and refuse containers and receptacles," in International Class 22 filed June 27, 2003, on an intent to use basis;

WHEREAS, Buyer is desirous of using the trademark BRAVNY in connection with the same, similar or related goods as shown in the existing registration and/or pending application, and Seller is agreeable to the sale, assignment and lease of those marks, together with the goodwill of the business symbolized thereby; provided that Buyer licenses Seller so that Seller can continue to use BRAVNY for polyethylene bags in connection with its continuing business as more fully described below;

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Sale and Assignment: Seller hereby sells and assigns, for good and valuable consideration, including the right of Seller to use the mark BRAVNY in the future pursuant to an exclusive, irrevocable, royalty-free license (as more fully described below in Paragraph 4) as well as the payment by Buyer to Seller of the sum of One Hundred Thousand Dollars (\$100,000), Fifty Thousand Dollars (\$50,000) of which is due upon execution of this Agreement and thereafter the sum of Fifty Thousand Dollars (\$50,000) due for payment in six equal monthly installments of Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$8,333.33) each installment, paid on the first day of the month commencing after the execution of this Agreement and for an additional five (5) months thereafter paid on the first day of each of said succeeding months, all Seller's rights, title and interest in the federally registered BRAVNY trademark, together with the goodwill of the business symbolized thereby and the registration pertaining thereto.
2. Seller's Rights on Default: In the event Buyer fails to make any of the payments described in paragraph 1, above, on the dates required, and if such failure to pay is not cured within five (5) working days after notice from Seller, (a) the entire sum remaining to be paid to Seller shall be immediately due and owing, (b) Buyer shall forthwith cease use of the marks assigned and/or licensed hereunder, (c) all right and title in marks

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assigned hereunder shall revert to seller, and (d) Buyer shall pay all legal fees and costs of Seller incurred in enforcing the payment of such accelerated sum and in enforcing its restored rights in relation to the Buyer.

3. Seller's Security Interest in the Marks: To secure Seller's rights of payment hereunder, Buyer hereby conveys to Seller a purchase money security interest in the marks, and Seller is authorized hereunder to file UCC-1 financing statement memorializing such security interest in the form attached.
4. License of BRAWNY mark for use with containers and receptacles: Seller hereby licenses Buyer, on an exclusive, irrevocable, royalty-free basis, to use the mark BRAWNY in connection with plastic and metal trash and refuse containers and receptacles. To the extent applicable, Seller agrees to use the mark on the goods or labels as well as on packaging, advertising and promotional materials, in a manner approved by Buyer, which approval shall not be unreasonably withheld. Seller further agrees to sell and assign that mark, and the pending federal trademark application for BRAWNY, Serial No. 78/268015, together with the goodwill of the business symbolized thereby, to Buyer upon the filing of a verified statement of use by Buyer, said statement of use to be based on the licensed use provided for in this paragraph. The assignment of the trademark application for BRAWNY, Serial No. 78/268015 will be memorialized in a separate sale and assignment to be executed upon the filing of the verified statement of use by Buyer.
5. License Back to Seller: Buyer hereby agrees to license Seller or its assigns, on an exclusive irrevocable, royalty-free basis, for use of the federally registered mark BRAWNY in connection with the sale of 15, 20 and 33 gallon-sized polyethylene bags for a term of six (6) months following the date of this Agreement. To the extent applicable, Seller agrees to use the mark on the goods or labels as well as on packaging, advertising and promotional materials, in a manner approved by Buyer, which approval shall not be unreasonably withheld, and in no event of a less quality than Seller has used or displayed the mark to the date of this Agreement.
6. Inception Date: This Agreement will commence on the date written above.
7. Term: The term of this Agreement shall be for as long as the Buyer or its assigns maintains the U.S. registration in the trademark BRAWNY or continues to use said mark in Buyer's business on a common law basis, or until an event of default specified in paragraph 2 of this Agreement.
8. Infringement: If Seller learns of any infringements of the mark, it shall promptly notify Buyer of same. Buyer shall bear the responsibility and expense for taking any legal action in connection with any such infringements.

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9. **Approval:** This Agreement is subject to the approval of Seller's lien holder, which approval shall be the responsibility of Seller to obtain, no later than ten (10) working days from the date of this Agreement.
10. **Effect on Assignment:** This Agreement will be binding upon and inure to the benefit of the parties, their successors, assigns, affiliated and related companies, and shall be assignable by either party.

DATE: August 6, 2003

BRAWNY PLASTICS, INC.

By: [Signature]
Its President

State of Illinois, County of Cook.
County of COOK
Signed before me this _____
Day of July, 2003.

[Signature]
Notary Public
AUG - 6 2003

NEXTEP, INC.

[Signature]
Its Treasurer + C.O.O.

State of NV

Signed before me this 8-22-03
Day of July, 2003.

[Signature]
Notary Public

