

**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
Martin J. Wozniak		05/16/2005	INDIVIDUAL:

**RECEIVING PARTY DATA**

Name:	BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC
Street Address:	4850 Brookside Court
City:	Norfolk
State/Country:	VIRGINIA
Postal Code:	23502
Entity Type:	Limited Liability Company: VIRGINIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76578455	DE
Registration Number:	2902909	NOTHING SHALL STAND IN YOUR WAY
Serial Number:	76605391	WILDFIRE WARRIOR
Serial Number:	76605221	ACE INNOVATIONS
Serial Number:	76535432	URBAN WARRIOR
Registration Number:	2770466	DYNAMIC ENTRY
Serial Number:	76370365	EXECUTIVE ARMOUR

**CORRESPONDENCE DATA**


Fax Number: (757)548-2345  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 757-548-2323  
 Email: pshaddock@bghklaw.net  
 Correspondent Name: Peter A. Shaddock II  
 Address Line 1: 501 Independence Parkway, Suite 201  
 Address Line 4: Chesapeake, VIRGINIA 23320

OP \$190.00 76578455

NAME OF SUBMITTER:	Peter A. Shaddock II - Reg. No. 44,331
Signature:	/Peter A. Shaddock II/
Date:	07/21/2005
Total Attachments: 3 source=Trademark Assignments#page1.tif source=Trademark Assignments#page2.tif source=Trademark Assignments#page3.tif	

**ASSIGNMENT**

WHEREAS, Martin J. Wozniak, an individual residing at 5400 E. Yacht Drive, Suite D7, Oak Island, North Carolina, 28465 (hereinafter "Assignor"), has adopted and is the owner of record of the following marks:

TRADEMARK / SERVICE MARK	CLASS	APP. SERIAL NUMBER	REG. NUMBER
DE (and Design) 	008	76/578,455	
NOTHING SHALL STAND IN YOUR WAY	008	76/535,433	2,902,909
WILDFIRE WARRIOR (Stylized)  WILDFIRE WARRIOR	008	76/605,391	
ACE INNOVATIONS (Stylized)  ACE INNOVATIONS	008	76/605,221	
URBAN WARRIOR	008	76/535,432	
DYNAMIC ENTRY	008	76/435,329	2,770,466
EXECUTIVE ARMOUR	019	76/370,365	

(hereinafter called "marks"), which are the subject of registrations or pending applications for registration in the U.S. Patent and Trademark Office;

WHEREAS, Assignor has used, through his corporation, Dynamic Entry Corporation, a corporation established under the laws of the State of North Carolina, located and doing business at 3900 Executive Blvd. SE, Southport, North Carolina, 28461, the marks; and

WHEREAS, BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC, a limited liability company established under the laws of the Commonwealth of Virginia, located and doing business at 4850 Brookside Court, Norfolk, Virginia 23502 (hereinafter "Assignee"), is the

successor to the ongoing and existing business to which the above identified marks pertain, and is desirous of confirming ownership of the above-identified marks, together with the good will of the business symbolized by the marks and the aforesaid registrations and/or applications;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over, unto Assignee, its successors, assigns, and legal representatives, the entire right, title, and interest in and to the marks and registrations and/or applications for registration of the marks, together with the goodwill associated therewith, all common law rights in said marks, and all claims for damages or other causes of action, either in law or in equity for past, present, or future infringement of said marks with the right to sue for and collect the same for its own use and for the use of its successors, assigns, and legal representatives.

For the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, assigns, and legal representatives, that, at the time of execution and delivery of this Assignment, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said marks, and that the same are free of any liens, security interests, encumbrances, or licenses, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that Assignor has not executed and will not execute any agreement in conflict herewith;

Assignor agrees that this Assignment is binding on Assignor and its heirs, successors, assigns, and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Certificate(s) of Registration, resulting from said marks, to Assignee.

For the same consideration, Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will cooperate in every way possible and perform all affirmative acts, which Assignee, its successors, legal representatives, or assigns may deem necessary, to obtain, maintain, confirm, enforce, and/or defend any of said marks, without charge to the Assignee, its successors, legal representatives, or assigns, but also at no cost or expense to the Assignor.

For the same consideration, Assignor hereby covenants and agrees not to engage in any action that will be of detriment to the validity of the marks after the completion of this Assignment.

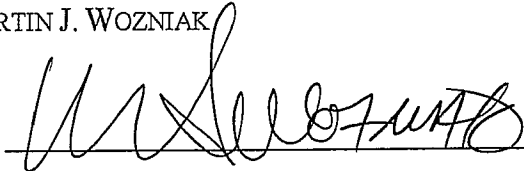
Assignor grants the firm of BOWMAN GREEN HAMPTON & KELLY, PLLC of Chesapeake, Virginia the power to insert on this Assignment any further identification, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Assignment shall not be construed against either party.

Each individual signing this Assignment on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Assignment on behalf of such entity and by so doing to bind such entity to all the terms and provisions of this Assignment, and further agrees to be bound individually by all such terms and provisions.

MARTIN J. WOZNIAK

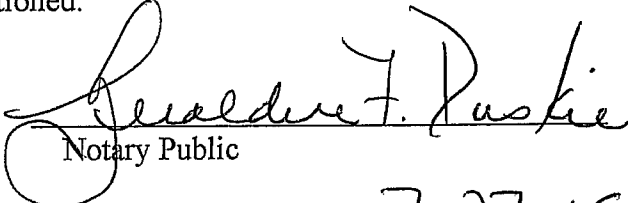
Date: 05/16/05

By: 

Name: Martin J. Wozniak

Title: Individual

BE IT KNOWN, that on this 16 day of May, 2005, before me personally came Martin J. Wozniak to me known to be the person mentioned in and who executed the foregoing Assignment, and he acknowledged to me that he executed the same at his free act and deed for the use and purposes therein mentioned.

  
Notary Public

My Commission Expires: 7-27-05