

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
MR Roger H Perkins	FORMERLY Envision Lures LLC	10/01/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MR Thomas Wallace		
Street Address:	6306 Shawn Drive		
City:	Lizella		
State/Country:	GEORGIA		
Postal Code:	31052		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76006179	ENVISION LURES	
CORRESPONDENCE DATA			
Fax Number:	(205)755-9893		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2057559893		
Email:	envisionlures@cs.com		
Correspondent Name:	Roger Perkins		
Address Line 1:	15 Co Rd 979		
Address Line 4:	Verbena, ALABAMA 36091		
NAME OF SUBMITTER:	Roger Perkins		
Signature:	/Roger Perkins/		
Date:	10/09/2005		

OP \$40.00 76006179

Total Attachments: 2
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**TRADEMARK
 REEL: 003172 FRAME: 0753**

AGREEMENT FOR SALE OF BUSINESS
SOLE PROPRIETORSHIP

THIS AGREEMENT MADE on the date executed, between **Roger Perkins**, hereinafter "Seller", and, **Thomas Wallace**, hereinafter "Buyer".

The parties recite and declare:

FIRST, Seller now owns and conducts a business known as **Envision Lures**, located at P.O. Box 523, **Fultondale, Alabama**, in the County of Jefferson, State of **Alabama**.

SECOND, Seller desires to sell and Buyer desires to buy such business for the price and on the terms and conditions hereinafter set forth.

FOR THE REASONS set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Seller and Buyer covenant and agree:

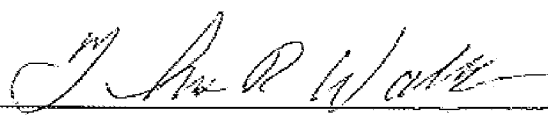
1. **SALE OF BUSINESS.** Seller agrees to Sell, and Buyer agrees to Purchase, free from all liabilities and encumbrances, the above described business including all of sellers rights under its contracts, licenses, and agreements, and all assets owned and used by seller in such business as specified in Schedule A. This sale does not include cash on hand or in banks at the date of closing.
2. **CONSIDERATION.** In consideration for the transfer of the above-described business from Seller to Buyer, Buyer shall pay to Seller the sum of **(\$10,000.00), Ten Thousand Dollars**. Payable in cash, certified check or bank checks on the day of closing. Seller shall accept from Buyer in **FULL** payment therefore, subject to the terms and conditions herein contained.
3. **ALLOCATION OF PURCHASE PRICE.** The purchase price shall be allocated to the various assets of the business as follows:
 - (A) Equipment, furniture and fixtures: **Refer to Schedule A**
 - (B) Notes and Accounts receivable: **Refer to Schedule A**
 - (C) Inventory Items on Hand, to include all components and build plans to build product: **Refer to Schedule A**
 - (D) Molds for all Baits: Description and number of all molds to include location of molds with contacts Name and Phone Number.
 - (E): Trademarks and Name Rights to: **ENVISION LURES**
4. **TIME OF CLOSING:** The closing shall take place in the **City of Clanton, Alabama**, on , or before **15 October, 2005** at (1) o'clock, p.m. Upon payment of the purchase price due to the Seller, Seller shall deliver to the Buyer such instruments of transfer as necessary to transfer to Buyer the business and property referred to herein. Such instruments shall effectively transfer to Buyer full title to the business and property free of all liens and encumbrances.
5. **COVENANT NOT TO COMPETE.** Seller shall not engage in a business similar that involved in this transaction in any capacity, directly or indirectly, for a period of **(5) Five** years from the date of closing or so long as buyer or his successors carry on a like business, whichever **TRADEMARK** purposes of this agreement, business similar refers to **"Spinnerbaits, Buzzbaits and Jigs"** **72 FRAME: 0755**

- 6. **RISK OF LOSS.** Seller assumes all risks of destruction, loss or damage prior to the closing of this transaction. Said property/assets shall be delivered in the same condition as noted on 10 Sept. 2005.
- 7. **MODIFICATION.** No alteration or other modification of this agreement shall be effective unless in writing and both parties have signed.
- 8. **BINDING EFFECT.** This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
- 9. **REPRESENTATIONS OF SELLER.** Seller represents and warrants that:
 - (A) He is duly qualified under the laws of the state of ALABAMA, to carry on the business as now owned and operated.
 - (B) He is the owner of and has good and marketable Title to the assets involved in this sale, free of all restrictions on transfer or assignment and all encumbrances.
 - (C) No proceedings, judgments or liens are now pending against him or the business.
 - (D) Seller has complied with, and is not in violation of, all applicable Federal, State and Local Statues, Laws and Regulations affecting the Seller's assets or the operation of the Seller's business.


IN WITNESS WHEREOF, the parties have executed this agreement at 1115am on 1st October 2005.



 SELLER



 BUYER



 NOTARY

NOTARY PUBLIC STATE OF ALABAMA OFFICES
 MY COMMISSION EXPIRES: May 13, 2008
 BONDED THRU MONARY PUBLIC UNDER 68006

Attachments: