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
Best Brands Corp.		11/02/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TMZ 2, LLC
Street Address:	8448 133rd Street
City:	Apple Valley
State/Country:	MINNESOTA
Postal Code:	55124
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	1546753	HORIZON EQUIPMENT	

CORRESPONDENCE DATA

Fax Number: (216)363-4607

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (216) 363-4466
Email: trademark@bfca.com

Correspondent Name: Rita Kline

Address Line 1: 200 Public Square
Address Line 2: 2300 BP Tower

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	25118-116
NAME OF SUBMITTER:	Rita Kline
Signature:	/Rita Kline/
Date:	11/04/2005

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TRADEMARK REEL: 003187 FRAME: 0430

Execution Version

ASSIGNMENT OF TRADEMARK

WHERBAS, Best Brands Corp. ("Assignor"), a Delaware corporation, with a principal place of business at 1765 Yankee Doodle Road, St. Paul, MN 55121 owns all tight, title and interest in the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, TMZ 2, LLC, a Minnesota limited liability company ("Assignee"), with a place of business at 8448 133rd Street, Apple Valley, Minnesota 55124, is desirous of acquiring the Trademark, and the goodwill associated therewith;

Assignor does hereby assign and transfer unto Assignee, Assignor's entire and undivided right, title and interest in and to the Trademark, together with all the associated goodwill of its business symbolized thereby and all applications and registrations of the Trademark, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

This instrument is executed and delivered pursuant to, and for the consideration provided in, that certain Asset Purchase Agreement between Assignor and Assignee, dated as of November 2, 2005.

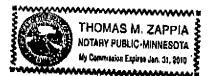
IN WITNESS WHEREOF, this instrument has been signed on behalf of Assignor as of November 2, 2005.

·	Best Brands Corp. By: Michael Schola
	Michael Schultz, Senior Vice President
STATE OF Minnesotio)
COUNTY OF Henry of) ss;)

On this 2nd day of November, 2005, before me appeared <u>Michael</u>

Schultz, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Best Brands Corp., with authority to do so.

SEAL



Notary Public My Commission expires on Tangary 31, 2010

TRADEMARK REEL: 003187 FRAME: 0431

SCHEDULE A

TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
HORIZON EQUIEMENT	73/729,273	19-May-88	1,546,753	4-Jul-89

Doc 1325897 Ver 3

TRADEMARK REEL: 003187 FRAME: 0432

RECORDED: 11/04/2005